

COMMAND LABOR AGREEMENT

between



**THE AIR FORCE MATERIEL
COMMAND**

and

**THE INTERNATIONAL
ASSOCIATION OF FIRE
FIGHTERS (AFL-CIO)**

IAFF/AFMC COMMAND LABOR AGREEMENT

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PREAMBLE

It is recognized that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Air Force Materiel Command. Therefore, the provisions of the Command Labor Agreement (CLA) will be interpreted in a manner to promote the requirement for an effective and efficient Fire Department. The Employer recognizes the Union's statutory role as bargaining unit employees' representative in all matters affecting conditions of employment and will not interfere with that responsibility. This includes the obligation to notify the Union of changes in conditions of employment.

The Air Force Materiel Command (AFMC) and the International Association of Fire Fighters (IAFF) agree to support and enhance the AFMC mission. This agreement is grounded in a shared, overriding interest in delivering the highest quality products and services to the American public through an equal partnership between the parties. In this regard, the parties are committed to pursue solutions that promote partnership, to achieve increased quality, productivity, customer service, mission accomplishment, efficiency, quality of working life, employee empowerment, organizational performance, and military readiness, while considering the legitimate interest of both labor and management. Managers and Union officials will work together as a team, with a common focus. In order to realize its full potential, labor and management at all levels must recognize that a sound relationship is built on the following principles:

- Identify and focus on common interests and shared problems rather than on exclusive rights and conflicting positions;
- Share information freely and openly in the decision-making process, recognizing that informed employees and Union involvement adds value to the quality of a decision;
- Strive to make workplace decisions by consensus, and accept accountability for them;
- Build trust and treat each other as equals, with respect and appreciation for each party's role and responsibility.

ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

SECTION 1: Parties.

This Command Labor Agreement (CLA) is between the Air Force Materiel Command (hereinafter referred to as the Employer) and the National Office of the International Association of Fire Fighters (hereinafter referred to as the Union). Moreover, it is executed pursuant to the exclusive recognition of the National Office of the International Association of Fire Fighters (IAFF) as the certified bargaining agent for the consolidated bargaining unit of employees defined in Section 2 and employed by the Air Force Materiel Command (AFMC), Wright-Patterson Air Force Base, Ohio.

SECTION 2: Coverage.

a. **Included:** All eligible employees in the Fire Protection Branch at:

- (1) Tinker AFB, Oklahoma
- (2) Robins AFB, Georgia
- (3) Wright-Patterson AFB, Ohio
- (4) Hanscom AFB, Massachusetts
- (5) Air Force Plant 42, California

b. **Excluded:**

- (1) Professional Employees as defined in 5 USC 71
- (2) Confidential Employees as defined in 5 USC 71
- (3) Management Officials as defined in 5 USC 71
- (4) Supervisors as defined in 5 USC 71 (may include Fire Chiefs, Deputy Fire Chiefs, Fire Prevention Chiefs, Assistant Fire Chiefs, and Station Chiefs)

c. Should either party to this agreement file a Clarification of Unit petition, the Parties will honor any FLRA determination resulting therefrom affecting any position or group of positions within any of the covered Fire Departments.

ARTICLE 2 LAWS AND REGULATIONS

SECTION 1: Within the context of the Federal Sector Labor Relations Statute, it is agreed and understood that in the administration of all matters covered by the Command Labor Agreement (CLA) and any Local Supplement Agreement (LSA) thereto, the Employer, the Union and unit employees are governed by applicable existing and future laws and government-wide policies and regulations. Additionally the parties recognize that they are governed by applicable existing policies and regulations of appropriate authorities, such as Presidential Executive Orders, Department of Defense (DoD) policies and regulations, United States Air Force and Air Force Materiel Command policies and instructions, and local Operating Instructions (OI's). In cases of conflict between the CLA or any LSA and any Air Force instruction, regulation, or policy issued subsequent to the approval of the CLA/LSA, the CLA/LSA shall take precedence over the instruction, regulation or policy unless mutually agreed to by the Parties. In cases of conflict between the CLA or any LSA and any local instruction/policy and/or Fire Department Standard Operating Instruction (SOI) issued subsequent to the approval of the CLA/LSA, the CLA/LSA shall take precedence over the local instruction/policy and/or Fire Department SOI unless mutually agreed to by the parties.

SECTION 2: However, should any part or provision of the CLA or any LSA be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulations, or ruling of proper authority, the invalidation of such part or provision of the CLA or any LSA shall not invalidate any of the remaining parts or provisions of the CLA or any LSA. Portions of the CLA and any LSA not affected shall remain in full force and effect. If any portion of the CLA or any LSA is declared invalid or illegal, then the affected parties will meet within thirty (30) calendar days or as mutually agreed to re-negotiate the portion(s) of the CLA or LSA that was declared to be invalid or illegal. Portions of the CLA and any LSA not affected shall remain in full force and effect.

ARTICLE 3
RIGHTS OF THE EMPLOYEE

SECTION 1: Each unit employee shall have the right to form, join, or assist the Union or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under 5 USC 71, such right includes the right -

- a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities;
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 USC 71;
- c. To consult and/or meet with a Union Representative and be represented by the Union. The Employer agrees to authorize a reasonable amount of time to allow for such consultations and meetings during the employee's regular working hours consistent with workload requirements.

SECTION 2: Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of the official at the lowest supervisory level in the Fire Protection Branch with the authority to resolve the concern.

SECTION 3:

- a. The contents of an employee's Official Personnel File (OPF) is maintained in an electronic version in the Personnel Automated Records Information System (PARIS). Employees can access their electronic Official Personnel Folder (eOPF) at anytime from their government computer or on a home computer that is equipped with CAC software and IBM Lotus Notes viewer. An employee may disclose the contents of his/her OPF to their designated representative in accordance with the requirements of applicable laws, rules, regulation and instructions.
- b. An employee's AF Form 971 will be protected from unauthorized disclosure. Release of such information will be only as permitted under the Privacy Act.

SECTION 4: Nothing in this agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

SECTION 5: The Union agrees to accept all eligible employees as members without discrimination as to race, color, religion, age, sex, or national origin.

SECTION 6: The Employer and the Union agree to cooperate in providing equal employment opportunities for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin, or handicapped condition; and to promote the full realization of equal employment opportunity. The Employer and the Union will conduct a continuing campaign to eradicate prejudice on the basis described in this section in implementing personnel policies, practices and matters affecting working conditions.

ARTICLE 4
RIGHTS OF THE EMPLOYER

SECTION 1: Pursuant to 5 USC 7106, the Employer retains the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices and

(1) To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which activity operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotion or

(b) Any other appropriate source
and

(4) To take whatever action may be necessary to carry out the agency mission during emergencies.

b. Nothing in this Article shall preclude the Employer and the Union from consulting and/or negotiating--

(1) At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures which the Employer will observe in exercising any authority under this Article;
or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by the Employer.

ARTICLE 5
UNION RIGHTS AND REPRESENTATION

SECTION 1: Recognition.

The Employer agrees to recognize Officers and Agents designated by the IAFF National Office, Local Officers/Stewards of the Union and duly designated local representatives of the Union. The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

SECTION 2: Union Rights.

The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit concerning any grievance or any personnel policy or practice or other general condition of employment. The Union shall be given the opportunity to be represented at any examination of an employee of the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary/adverse action against the employee and the employee requests representation.

SECTION 3: Designation.

The Union agrees to furnish the Labor Relations Officer at HQ AFMC and each activity, to be updated annually, or as needed, a list of representatives to be recognized only at the activity where the employee is assigned.

SECTION 4: Internal Union Business.

Official time is not authorized for such activities as outlined in 5 USC 7131 (b) such as solicitation of membership, collection of employee's dues, campaigning for office, distribution of literature, or other matters pertaining to the internal business of the Union. Such internal Union business must be accomplished during non-duty time.

SECTION 5: Official Time During Working Hours.

Official time is to be used for conducting official representational duties and responsibilities of the Union pursuant to 5 USC Chapter 71 and this Agreement. Official time will be provided in accordance with Section 6 of this Article.

SECTION 6: Release Procedure For Official Time.

- a. When a designated Union representative desires to use official time during work hours at his/her officially assigned fire station or at another on-base site, that representative must first report to and obtain permission from the supervisor. Their request will identify the general nature of the function to be performed, destination on base, and the estimated duration. The parties recognize that on occasion, the Union

may have the need for official time away from their assigned installation and assigned duties (and will not be expected to perform regularly assigned duties). The supervisor and union official will determine from this information the reasonable amount of official time to be granted. If the supervisor denies the request based on workload or other job related reasons, the supervisor will release the Union representative at the first opportunity.

b. When the Union representative intends to meet with bargaining unit employees in another work area, the representative's supervisor shall make arrangements for such meeting with the supervisor of the employee involved, subject to workload conditions.

c. Upon release on official time (where a union official is not expected to perform regularly assigned duties as discussed above in 6a) and return to work, the applicable portions of AFMC Form 949 will be completed by the supervisor and the Union representative. The supervisor will retain the completed AFMC Form 949.

SECTION 7: Official Time For Union Sponsored Training And Conferences.

Employees who are Officers/Stewards may be granted official time in conjunction with attendance at Union-sponsored training sessions/conferences on labor relations subjects provided the employee's services can be spared and such attendance is determined by the Employer to be of mutual benefit to the Employer and the Union and the Employer's interest will be served by the employee's attendance. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer, when justification is requested by the supervisor. The Union shall submit requests for official time as soon as possible but no less than fourteen (14) calendar days prior to the requested training. Official time requests will not be approved for internal union business or other items prohibited by law. Requests for official time will be submitted during the annual solicitation for leave and will be given priority over personal leave requests. A total of up to thirty (30) workdays in a leave year for each local union will be allocated during the annual solicitation for leave and will be given priority over personal leave requests. Requests submitted at other times will be accommodated provided they do not adversely impact already-approved personal leave requests. If the maximum time allocated is reached, the Employer will consider written requests for a reasonable amount of additional official time on a case-by-case basis.

SECTION 8: Designation Of IAFF/AFMC Liaison Officer.

a. The IAFF will appoint an IAFF/AFMC Liaison Officer. This individual will have the full authority to represent the interests of the IAFF. Official time for this position is to be used for conducting official representational duties and responsibilities of the Union pursuant to 5 USC Chapter 71. Accounting of this official time will be in accordance with Section 6 of this Article. The AFMC Form 949 will reflect that the time spent was on HQ AFMC issues.

b. The conducting of business between HQ AFMC and the IAFF will occur during the duty hours of the IAFF/AFMC Liaison Officer to the maximum extent possible.

SECTION 9: Use Of Office Space And Equipment.

The parties agree that provisions for office space and equipment are expressly authorized for Local Supplement Negotiations.

SECTION 10: Data And Publications.

Upon request, the Union will be furnished data in accordance with 5 USC 7114 (b) (4). Procedures for furnishing the Union copies of regulations and publications are a subject expressly authorized for Local Supplement negotiations.

SECTION 11: New Employee Orientation.

The Employer agrees to allow a Union representative to explain the Union's status as exclusive representative to new employees of the unit. Such explanations will be allowed during any one of the first three shifts of a new employee. The Employer further agrees to inform a new employee of the exclusive recognition of the Union at the time the employee is hired.

SECTION 12: Committees.

The Employer agrees to consider Union representation on any standing AFMC activity committees involving the mutual interests of bargaining unit employees and the activity that do not involve management's deliberative process. Such consideration shall be given upon written request of the Union for specific committee memberships after notification is given by the Employer of these committees.

SECTION 13: Bulletin Boards.

a. The Employer agrees to provide a locking bulletin board or space for other communication mediums to the Union at each fire station. The Union may post literature subject to the following conditions:

- (1) It must not violate any laws or security of the Command, or contain libelous material;
- (2) It must be posted on the Union bulletin board space, in a neat and orderly manner. The Union accepts full responsibility for the maintenance of its bulletin boards; and
- (3) If the material on the board itself deteriorates in appearance to the point of becoming an eyesore, the Union will be notified. If after 5 calendar days the

problem has not been corrected, management may take the material on the board down.

b. All other matters regarding bulletin boards are expressly authorized for Local Supplement negotiations pursuant to Article 30 of the CLA.

SECTION 14: Mail.

Employer mail delivery facilities will not be used for the purpose of distributing matters relating to internal union business as defined in Section 4.

ARTICLE 6
DISCIPLINARY AND/OR ADVERSE ACTIONS

SECTION 1: The Employer and the Union agree that the purpose of a disciplinary and/or adverse action is to correct the offending employee and/or maintain discipline and morale among other bargaining unit employees. Disciplinary and/or adverse actions are the responsibility and right of the Employer. Disciplinary and/or Adverse actions shall be administered pursuant to applicable laws, rules, regulations and instructions. The Employer agrees that disciplinary and/or adverse actions shall only be taken for just cause. Consideration shall be given to the minimum penalty that may be reasonably expected to correct the offending employee.

SECTION 2:

- a. For the purpose of this Article, the term “Disciplinary Action” includes oral admonishments, reprimands, and suspensions of fourteen (14) days or less. Disciplinary actions may be grieved under Article 7 of this Agreement.
- b. For the purpose of this Article, the term “Adverse Actions” are removals, suspensions of more than fourteen (14) days, furloughs of thirty (30) days or less, and reduction in grade or reduction in pay, as defined by 5 USC 7512. Adverse Actions administered under this Article may be grieved under Article 7 of this Agreement or appealed to the Merit Systems Protection Board (MSPB), but not both.
- c. Non disciplinary counseling sessions, letters of caution/requirement, or counseling entries on the Air Force Form 971 are not considered discipline. At a minimum, counseling entries and letters of caution or requirement in an employee’s Air Force Form 971 are to be reviewed every six months by the supervisor for possible removal or extension. Entries may be removed prior to the 6 month review at the discretion of the supervisor. The Employer will ensure that all unit employees will be made aware of all non-routine entries made in their 971 prior to such entries being made.

SECTION 3: Notices of Proposed Action and Final Decision regarding any disciplinary and/or adverse actions will be given to the employee in duplicate. Proposed notices will advise the employee of their right to reply and in what form.

SECTION 4: Prior to initiating a disciplinary or adverse action against a unit employee, the following procedures will normally be followed:

- a. A preliminary inquiry will be made by supervision to determine and document the facts. If further information is needed, a meeting may be held with the employee.
- b. Pursuant to 5 USC 7114, a Union Representative will be given the opportunity to be present at any examination of an employee of the unit by a representative of the agency in connection with an investigation if:

(1) The employee reasonable believes the examination may result in disciplinary/adverse action against the employee and

(2) The employee requests representation.

c. Whenever possible, the Employer will make a reasonable effort to propose a disciplinary and/or adverse action as soon as possible after becoming aware of the incident.

SECTION 5: Nothing in this Agreement prevents an employee or his/her representative from recommending, in the reply to a proposed notice of a disciplinary or adverse action, a lesser penalty than proposed. If the Employer adopts the recommendation, the disciplinary or adverse action may not be grieved or appealed.

SECTION 6: It is recognized that an employee may be represented by a person of his/her choice when exercising rights under adverse actions (MSPB) procedures. The Union, however, does not have the duty or responsibility to represent bargaining unit employees that are non-members of IAFF in any statutory appeal procedures. The Union will be notified of any appeal filed by a unit employee who is not represented by the Union upon the Employer's receipt of such an appeal.

SECTION 7: The parties agree that an "Alternate Discipline Program" will be available for the Employer to utilize when appropriate. The Employer may substitute letters of reprimand in lieu of progressive suspensions (e.g., letters of reprimand in lieu of one-day suspensions, letters of reprimand in lieu of three-day suspensions, etc.). The letters of reprimand, for determining past disciplinary records and appropriate penalties, would have the same weight and effect as suspensions.

SECTION 8: Nothing in this agreement prevents management from considering Last Chance Agreements. Last Chance Agreements are instruments designed to permit an employee subject to an adverse action a last opportunity to demonstrate that he/she can be successfully rehabilitated, e.g., that his/her performance or conduct can be improved to the agency's satisfaction and that the adverse action should not be taken. The agreements are tailored to the special circumstances involved in each adverse action. They allow the Employer, at its discretion, to forego or delay implementation of an adverse action in order to give an employee a last chance to demonstrate successful rehabilitation.

ARTICLE 7 GRIEVANCE PROCEDURE

SECTION 1: GENERAL.

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances between the parties to this Agreement.

Alternate Dispute Resolution – The IAFF and HQ AFMC agree ADR increases the Parties’ opportunity to resolve workplace disputes. Both Parties also agree that ADR is not intended to replace the negotiated grievance procedure and that use of the ADR process is strictly voluntary. The Parties understand that ADR can provide long term solutions to employee-employer conflict. If the local parties wish to provide ADR for employee-employer disputes, they can choose to use the ADR process currently in place at their base or pursue an ADR process via the Local Supplement Agreement Article (Article 30) within this contract.

SECTION 2: Coverage And Scope - Activity Level.

- a. Except as provided for in Sections 3 and 4, this Article shall constitute the sole and exclusive procedure available to the Employer, Union, and employees of the bargaining unit for the resolution of grievances.
- b. Employee(s) Grievances: A grievance by a bargaining unit employee(s) is a request for personal relief in any matter of concern or dissatisfaction, subject to the control of the Employer.
- c. Union or Employer Grievances: A grievance by the Union or Employer is a request for relief over the interpretation and application of the CLA, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

SECTION 3: Options.

- a. With respect to the items listed below, an employee may either file a grievance through this grievance procedure or file an appeal through a statutory procedure, but not both:
 1. Discrimination cases
 2. Reduction in grade or removal of employee for unacceptable performance
 3. Suspensions for more than fourteen (14) days
 4. Reduction in grade

5. Reduction in pay
6. Furlough for thirty (30) days or less
7. Removal

b. With respect to any matter which can be appropriately filed as a negotiated grievance under this article or an unfair labor practice under 5 USC 7116, the moving party may chose either process but not both.

SECTION 4: EXCLUSIONS.

Excluded from coverage under this grievance procedure are grievances concerning:

- a. Any claimed violation of Subchapter III of Chapter 73 of 5 United States Code (relating to prohibited political activities)
- b. Retirement, life insurance, or health insurance
- c. A suspension or removal under Section 7523 of 5 United States Code (Breach of National Security)
- d. Any examination, certification, or appointment
- e. The classification of any position which does not result in the reduction in grade or pay of an employee
- f. The termination of a probationary or trial period employee
- g. Matters covered by Article 26 of this Agreement

SECTION 5: Representation.

- a. Union representatives shall make every effort within the scope of their preparation time to determine that grievances have substance in fact.
- b. The parties are obligated to resolve problems and grievances filed under this Article promptly and as close to the source as possible.

c. A unit employee or group of employees shall have the right to present and process a grievance under this procedure on his/her/their own behalf (self-representation) or be represented by the Union. No other representation will be authorized for processing grievances under this procedure.

d. Management shall not conduct any formal grievance hearing, meeting or discussion with the grievant(s) without giving the Union the right to be present.

e. This Agreement does not preclude any employee from exercising appellate rights established by law or regulation on any matter that is not grievable under this Negotiated Procedure.

SECTION 6: The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee shall not cast any reflection on his/her standing with the Employer or on his/her loyalty and desirability to the organization nor will the grievance be considered as a negative reflection on the Employer.

SECTION 7: Employee Grievance Procedure.

The following procedures are established for the resolution of grievances of the Parties and of all bargaining unit employees.

STEP 1. An employee of the Unit desiring to file a grievance must submit the grievance by using AFMC Form 196 within fifteen (15) calendar days after occurrence of the incident or reasonable knowledge of the incident. Initial presentation will be made to the employee's immediate supervisor. For grievances where the employee has elected self-representation, the supervisor, upon receipt of the grievance, will forward a copy to the local Union. The grievant and/or the Union representative may meet with the immediate supervisor and/or the Fire Chief or designee (whichever is appropriate) to discuss and attempt to resolve the grievance.

Should the immediate supervisor determine that the remedy requested cannot be granted and/or that the substance is not within the authority and control of this step, the supervisor will forward the grievance to the Fire Chief or designee. A written Step 1 reply will be given by management to the grievant or the grievant's Union representative within 15 calendar days of the date of the meeting or within 15 calendar days of the date the grievance was received, whichever comes last. In cases where employees have elected self-representation, the Union will be provided a copy of management's response at each step of the grievance procedure.

STEP 2. Should Step 1 fail to resolve the grievance to the satisfaction of the grievant, it will be filed with the Base Fire Marshall within ten (10) calendar days from the date of the Step 1 decision or the expiration of the Step 1 (15 calendar days) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. A written Step 2 decision from the Base Fire Marshall or designee will be made within ten (10) calendar days of the initial receipt of the Step 2 grievance.

STEP 3. If the grievance is unresolved after Step 2, the grievant may elevate the grievance to the Wing or Support Group Commander, as appropriate, Attn: Labor Relations Officer, for final decision within ten (10) calendar days of the date of the Step 2 decision or the expiration of the Step 2 (10 calendar days) response period, whichever occurs first. Additional issues or remedies may not be raised at this step. The Wing or Support Group Commander or designee will answer the grievance in writing within ten (10) calendar days of the initial receipt of the Step 3 grievance.

STEP 4. Should the final decision at Step 3 not be a satisfactory resolution to the grievance, the Union may refer the matter to arbitration pursuant to Article 8 of the Agreement.

SECTION 8: Except in the case of disciplinary actions, the Union and the Employer may agree that individual grievances, arising from the same set of facts or circumstances, will be joined at Step 1 and processed as one grievance throughout the remainder of the procedure. The Union will select one employee's grievance for processing and the decision thereon will be binding on all others in the group grievance.

SECTION 9: Union/Employer Grievance Procedure (Activity Level).

Grievances between the Union and the Employer at the Activity level shall be processed in the following manner:

a. **Union Grievances.** The Union may initiate a grievance by submitting it in writing to the Fire Chief, within twenty-one (21) calendar days after occurrence of the incident or reasonable knowledge of the incident. The Union President or designee is encouraged to meet with the Fire Chief or designee to discuss and attempt to resolve the grievance. The Fire Chief or designee will render a written decision within twenty-one (21) calendar days after receipt of the Union grievance. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Article 8 of this Agreement.

b. **Employer Grievances.** The Employer may initiate a grievance by submitting it in writing to the Union President within twenty-one (21) calendar days after receipt of the notice of action, occurrence of the incident or reasonable knowledge of the incident. The Representative of the Employer and the Union President or designee are encouraged to meet to discuss and attempt to resolve the grievance. The Union President or designee will render a written decision within twenty-one (21) calendar days after receipt of the Employer's grievance. If the decision is unacceptable, the matter may be submitted to arbitration in accordance with Article 8 of this Agreement.

SECTION 10: Union/Employer Grievance Procedure (Command Level).

Grievances between the Union (IAFF National Office/Union's Council) and the Employer (HQ AFMC) at the Command level shall be processed in the following manner:

a. Within thirty (30) calendar days after occurrence of the incident or reasonable knowledge of the incident, the aggrieved party must file a written grievance with the party alleged to have misinterpreted and misapplied the CLA, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation, affecting conditions of employment. As a minimum, the grievance will contain: (1) The specific nature of the grievance, including the identification of any provision(s) of the CLA alleged to have been violated; the provisions of any law, rule, and/or regulation affecting conditions of employment alleged to have been violated; (2) any supporting documentation and/or correspondence; and (3) the remedial action desired.

b. The Parties may mutually agree to meet informally to discuss and attempt to resolve the matter.

c. Within thirty (30) calendar days after the initial grievance, the responding party will issue a final written decision in that matter. If the matter is not resolved, the aggrieved Party may invoke arbitration pursuant to Article 8 of the Agreement.

SECTION 11: If the employee(s), the Union or the Employer (at the Command or Activity Level) fails to elevate a grievance within the time limits prescribed within these procedures, the grievance will be considered terminated. However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit.

SECTION 12: All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step.

SECTION 13: In the event either Party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

SECTION 14: As a matter of concern between the Union and the bargaining unit employees, it is understood that nothing in this Agreement shall be so interpreted as to require the Union to represent a unit employee in processing a grievance, or to continue to represent him/her, if the Union considers the grievance to be invalid or without merit.

ARTICLE 8 ARBITRATION PROCEDURE

SECTION 1: In the event the Employer and the Union fail to satisfactorily settle any grievance under Article 7 of the Negotiated Grievance Procedure (NGP) of this Agreement, then such grievance(s), upon written notice by the Party desiring arbitration, shall be referred to arbitration. The Charging Party's request for arbitration will be submitted to the Respondent within ten (10) calendar days of the Respondent's last step grievance decision or within ten (10) calendar days after the expiration of the time period for a last step grievance decision.

SECTION 2:

a. Within ten (10) calendar days from the date of the Respondent's receipt of a valid arbitration request, the Charging Party shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven impartial persons qualified to act as arbitrators. FMCS is a government agency whose policy is to facilitate and promote the settlement of labor-management disputes by resolving differences through the Parties' own resources to include mediation and arbitration. Included in the arbitrator list will be a biographical sketch stating the background, experience and per diem fee established by each arbitrator. The costs associated with requesting a list of arbitrators from FMCS will be borne by the Charging Party. If the Charging Party is not satisfied with the list of arbitrators, then the Charging Party may reject the list and request another list from FMCS. The costs associated with providing an additional list will be borne by the Charging Party. The request for an additional list can be invoked only one time by the Charging Party unless mutually agreed upon by the Parties.

b. Once the list is accepted by the Charging Party, the Parties shall meet within ten (10) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will each strike one arbitrator's name from the list of seven and shall repeat this procedure. When only one name is left, he/she shall be the duly selected arbitrator. Initial striking, or the order of selection, will be determined by chance (i.e., a coin flip with the winner receiving the right to determine the selection order). The selected arbitrator will be notified and a date for arbitration established within sixty (60) days of selection unless the Parties mutually agree to extend this time limit.

SECTION 3: Any dispute as to grievability or arbitrability shall be determined by the arbitrator selected to decide the original grievance or dispute submitted for arbitration under this Article. If the arbitrator determines that there is a reasonable basis that the issue is arbitrable, he will hear the merits of the underlying grievance and decide the issues together.

SECTION 4:

- a. Arbitration over employee grievances shall take place at the installation where the employee works.
- b. Activity level Union arbitrations shall take place at the activity level.
- c. Command level arbitration hearings shall take place at HQ AFMC unless otherwise mutually agreed to by the parties.
- d. Arbitration awards rendered at the activity level under the procedure for arbitration as set forth herein shall apply to and be implemented only at the activity at which the grievance was raised and at which the arbitration hearing was held, unless otherwise mutually and expressly agreed to by the Employer and the Union. Arbitration awards rendered at the Command level shall be applied to the entire bargaining unit, unless otherwise mutually and expressly agreed to by the Employer and the Union.

SECTION 5:

- a. The arbitration hearing shall be held in facilities provided by the Employer. The arbitration hearing shall be held during the regular day shift hours of the Monday through Friday basic workweek.
- b. The Employer agrees that a reasonable number of relevant Union witnesses, who are employees of the activity and who are otherwise in a duty status, shall be authorized to use official time to provide testimony in activity level arbitration hearings arising under this Article. In order to provide for availability, the Employer must receive a list of proposed on-duty witnesses, in writing, at least fourteen (14) calendar days prior to the scheduled date of an activity arbitration hearing. Unless otherwise agreed, the Parties will exchange lists of witnesses no later than fourteen (14) calendar days prior to the scheduled date of the arbitration.
- c. The Union and the Employer agree that, to the extent practicable and subject to the constraints of the arbitrator, employees called as witnesses and other unit personnel attending an activity level hearing on a regularly scheduled workday will remain on duty until called in order to provide adequate mission coverage (i.e. when their presence is not directly required.)

SECTION 6: An award rendered by an arbitrator under this Agreement shall be confined to the issues agreed to in a joint stipulation. If the parties fail to agree on a joint stipulation of the issue, the arbitrator's authority is limited to deciding on the issue or issues considered during the grievance process. The arbitrator shall not change, modify, or add to the provisions of the Agreement as such right is the prerogative of the contracting parties only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule or regulation affecting conditions of employment.

The arbitrator shall be requested to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after conclusion of the hearing, unless the parties agree otherwise. The award shall be in writing and will include a statement of the basis of the award, and shall be supplied concurrently to the Employer and the Union. The award will be mailed to the parties the same day it is signed and will be post-dated three days to allow for mailing delivery time.

SECTION 7:

- a. The order of hearing proceedings will be determined by the arbitrator.
- b. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.
- c. The arbitrator's award shall be binding on the parties and implemented upon receipt, unless appealed. Either party may file exceptions to an award in accordance with applicable rules and regulations. Arbitrator awards subject to judicial review will be considered on the same basis and under the same rules as if the award had been a decision under an appellate procedure.

SECTION 8: The fee and expenses of the arbitrator shall be borne equally by the Employer and Union. The cost of a shorthand reporter or transcript, where such is mutually agreed upon by the Parties or requested by the arbitrator, shall be shared equally by the Parties. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all cost incurred in its preparation. But any Party subsequently receiving a copy of a transcript of an arbitration hearing must pay fifty (50) percent of all costs incurred in the preparation of such transcript. Any cancellation fees of an arbitrator shall be paid by the Canceling Party unless otherwise agreed to by the Parties.

ARTICLE 9
ULP INFORMAL SETTLEMENT

SECTION 1: Purpose.

This Article sets forth procedures for processing unfair labor practice allegations under 5 USC 7116 before such allegations are formally filed with the Federal Labor Relations Authority under its rules. The express intent of the Parties is to facilitate informal discussion concerning alleged unfair labor practices and enhance the possibility of informal resolution thereof, before such allegations are formalized before a third party.

SECTION 2: Application And Coverage.

The procedures set forth herein will be applied when either Party alleges that the other Party has violated a provision of 5 USC 7116; however, allegations involving Section 7116(b)(7)(A) are exempt from this Agreement. These procedures shall also apply to unfair labor practice allegations raised between subordinate activities of the Employer and Locals of the Union.

SECTION 3: Rights Under Law.

The procedures set forth in this Article shall not negate either Party's right under 5 USC 71 to allege violations of Section 7116 of that Title before the Federal Labor Relations Authority in accordance with its rules. However, where the Parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the Authority.

SECTION 4: Procedures.

a. Where a Party to this Agreement believes that the other Party has engaged in any act prohibited by 5 USC 7116, that Charging Party must notify the Responding Party of an intent to file an unfair labor practice charge with the Federal Labor Relations Authority. Such notification must be received by the Responding Party at least seventeen (17) calendar days prior to the filing of such charge with the Authority. Alleged violations of Section 7116(b)(7)(A) of 5 USC 71 are exempt from this requirement and shall be processed in accordance with applicable rules of the Authority.

b. Where the Local Union is the Charging Party, written notification will be served upon the activity Labor Relations Officer. Where the Activity is the Charging Party, the activity Labor Relations Officer shall serve the Local Union President. Where the IAFF/AFMC Council is the Charging Party, written notification will be served upon the AFMC Labor Relations Officer. Where the Command is the Charging Party, the AFMC Labor Relations Officer will serve the IAFF/AFMC Liaison Officer or designee.

c. The written notice must contain a clear and concise statement of the facts constituting the alleged unfair labor practice, including the time and place of occurrence of the particular acts, any supporting documentation, and the specific provisions of Section 7116 alleged to have been violated.

d. At the activity level, the activity Labor Relations Officer may meet informally with the Local Union President to discuss the alleged unfair labor practice(s). Such meeting shall normally take place within ten (10) calendar days of receipt of written notice by the Responding Party as provided above. Any such meetings at the Command level will be held only upon mutual agreement.

e. When a discussion is held, a determination will be made as follows:

- (1) The issue
- (2) Facts leading to the alleged ULP
- (3) Identity of the witnesses the Charging Party desires to be contacted
- (4) Arrangements for further discussion between the parties

f. The Responding Party may then fact find the case and develop information regarding the alleged ULP.

g. The Party notified of an unfair labor practice allegation as provided in Subsection (a) of this Section shall render a decision to the Charging Party within fifteen (15) calendar days of receipt of such notice or within fifteen (15) calendar days of the meeting, whichever is later. If the facts support the proposed charge, remedies will be decided. If the Parties are unable to resolve the matter, or if the Responding Party fails to issue a written decision within the time limits provided herein, the Charging Party may then pursue the matter before the Federal Labor Relations Authority in accordance with its rules.

SECTION 5: Time Limits.

Where a Charging Party becomes aware of an alleged unfair labor practice less than thirty (30) days prior to the expiration of time limits for filing an unfair labor practice charge concerning that allegation before the Authority, this Article shall not operate to prevent such timely filing with the FLRA . However, where such occurs as a result of lack of knowledge on the part of the Charging Party, written notice must be provided as soon as possible prior to the filing of a charge with the Authority.

SECTION 6: Enforcement.

Disputes over interpretation and application of this Article shall be resolved exclusively under the Negotiated Grievance Procedure.

ARTICLE 10
MATTERS APPROPRIATE FOR NEGOTIATION-
CHANGES DURING THE TERM OF THE AGREEMENT

SECTION 1: General.

It is agreed and understood that matters appropriate for negotiation between the Parties at the Command and Activity Level are personnel policies and practices and matters affecting general working conditions of employees in the unit which are within the discretion of the Employer. Negotiations will be in accordance with the requirements of 5 USC Chapter 71.

SECTION 2: Changes Initiated At The Command Level.

- a. The Employer (HQ AFMC) will notify the Union (IAFF/AFMC Liaison Officer), in writing, of the intended action not less than fourteen (14) calendar days prior to the intended implementation date. The Employer (HQ AFMC) will designate a Project Officer who will serve as the point of contact for the IAFF with full authority to represent the Employer (HQ AFMC) on the subject.
- b. The Union will inform the Employer (HQ AFMC), in writing, within ten (10) calendar days of notification whether it intends to negotiate. If the Union (IAFF) does intend to negotiate, it will provide in writing its proposals on the subject within ten (10) calendar days of the initial notification. The IAFF may request and be granted a meeting with the appropriate Command designee to discuss the issue.
- c. The Parties may mutually agree to delegate responsibility for negotiations to subordinate activities.

SECTION 3: Changes Initiated At The Activity Level.

- a. Procedures set forth in this section shall apply when an AFMC Activity proposes to change conditions of employment that affect bargaining unit employees at the Activity Level. This section also establishes procedures the Union (IAFF Local Affiliates) will use to notify the Employer (Activity Level) of the Union's intent to negotiate with respect to those changes at the Activity Level.
- b. Changes in local conditions of employment, not covered by the CLA or LSA, which are within the discretion of the Employer (Activity Level), will be brought to the attention of the Local IAFF affiliate, in writing, prior to implementation in accordance with the requirements of this Section.

c. The Employer (Activity Level) will notify the Union (Local IAFF Affiliate), in writing, of any and all changes to personnel policies, practices and matters affecting the general working conditions of bargaining unit employees, normally not less than fourteen (14) calendar days prior to the intended implementation date. The Employer will designate a Project Officer who will serve as the point of contact for the Union with full authority to represent the Employer on the subject.

d. The Union (IAFF Local Affiliate) will inform the Employer (Activity Level), in writing, within ten (10) calendar days of notification of the proposed Activity issuance whether it intends to negotiate. If the Union does intend to negotiate, the Union will submit its written proposals to the Activity Labor Relations Officer within ten (10) calendar days of the date of notification. The IAFF Local Union President may request and be granted a meeting to discuss the proposed changes prior to the commencement of negotiations.

e. Upon notification that activities and local IAFF affiliates have been delegated negotiation responsibilities as a result of actions taken under Section 2c, the Activity will provide written notice to the Local IAFF President in accordance with Section 3c. If the Union wishes to negotiate, it will respond pursuant to Section 3d above and the provisions of this Section will be followed in discharging these responsibilities.

f. Nothing in this Section will preclude the parties from meeting and discussing those issues(s) concerning the CLA, the LSA and other issue(s) of mutual concern that affect the overall operation of the Fire Department affecting bargaining unit employees. The Employer welcomes the Union's comments, views and opinions as it relates to these issues.

ARTICLE 11
HOURS OF WORK

SECTION 1: The tour of duty will be promulgated by the Employer in accordance with Department of Air Force and other applicable regulations. The Employer agrees to notify the Union of all changes to the established work schedules and tours of duty pursuant to Article 10 of this Agreement.

SECTION 2: Bargainable procedures for trading Kelly days, tours of duty and early relief are expressly authorized for Local Supplement negotiations.

SECTION 3: This Article is expressly authorized for Local Supplement negotiations.

ARTICLE 12
AIR FORCE FIRE FIGHTER
CERTIFICATION AND TRAINING

SECTION 1: The purpose of this article is to enhance the training process, improve performance, and strengthen the professionalism of all AFMC Fire and Emergency Services personnel. The established training program cited in this article measures the competence of AFMC Fire and Emergency Services personnel and provides quality control elements for the training process. These measurements and quality control elements will be accomplished through the administration of standardized written and performance evaluations. Furthermore, the Parties agree that unit employees are required to participate in the Department of Defense (DoD) Fire and Emergency Services Certification Program and be certified to the position occupied. It is not the intent of the Employer to use the DoD Certification Program to adversely affect the status of a bargaining unit employee. The Employer is committed to making every reasonable effort to assist the employee in attaining the required certifications. To this end, the Employer and the Union agree that the professional competence of employees in the bargaining unit is important in accomplishing both the mission of the Employer and the Federal career goals of the employee. To that end it is important that the Employer provides relevant training programs and that employees are dedicated to their self-improvement through active participation in those programs. Consequently, both Parties agree to fully support the DoD Fire and Emergency Services Certification program outlined in DoD 6055.6M and other relevant development opportunities.

SECTION 2:

a. It is agreed that a test of job knowledge provides a measure of job capability. Purpose of the test shall be made known and available; study reference lists shall be made available. Tests associated with the DoD Fire and Emergency Services Certification Program will normally be given by true/false, multiple choice, matching and/or completion questionnaires whenever these forms are compatible with the objective of the test.

b. Written tests generated locally and not connected with the Certification Program will be given by true/false or multiple choice questionnaires whenever these forms are compatible with the objective of the test. Purpose of the test shall be made known and available study reference lists shall be made available. Consideration will be given to the views and comments of the Union.

SECTION 3: The Employer has the right to train and assign work anytime during the tour of duty. However, make-work training is discouraged and will not be assigned as punishment, reprisal or harassment. A monthly training schedule will be posted and all deviations will be approved by the Fire Chief or his designee. The Union will be advised in writing of the authorized designee. Changes may be required because of weather conditions (extreme cold, extreme heat, high humidity and high winds), availability of facilities, availability of aircraft, etc. The Employer will make every reasonable effort to ensure that an ambulance and crew will be physically present on site during hot training drills. In the event the ambulance and crew need to respond to an actual emergency, the hot training drill will normally be terminated as expeditiously and safely as possible.

SECTION 4: The Employer agrees to provide and maintain a department library consisting of fire prevention films, books, periodicals, Technical Orders, Trade Journals, etc., for employees' self-development and technological advancement which may be checked out by unit members for their use.

SECTION 5: The Employer agrees to maintain and/or provide access to adequate facilities necessary to support the practical portion of the approved training programs.

SECTION 6: Once the Employer has identified a TDY or non-routine training and more than one employee is considered by management to be equally in need of the training, the training assignment will be offered to volunteers from that group by seniority in descending order.

SECTION 7: Consistent with the nature, location, availability of local transportation, and duration of TDY assignments, the Employer agrees to consider requests to provide a rental car during the TDY period. The Employer shall provide written justification to the employee when a rental car is not authorized.

SECTION 8: The Employer shall provide counseling, training and guidance to all employees in an effort to assist them to remain current in their assigned positions, and, insofar as possible, for the purpose of assisting their career development.

SECTION 9: When an employee of the unit is assigned to any position in which the employee has had no previous or recent experience, he/she will be given a reasonable training period in which to become proficient, as deemed necessary by the Employer.

SECTION 10: Job related training opportunities will be offered without regard to race, religion, color, creed, national origin, age, sex, disability, political/or union affiliation or any other non merit factor.

ARTICLE 13

STATION UNIFORMS FOR FIRE FIGHTERS

SECTION 1: Requirements.

The requirements and conditions for the Station Uniform for bargaining unit employees will be in accordance with the provisions of DoD, Air Force Instructions and Air Force guidance. There will be no changes in the prescribed Station Uniform without notifying the Union in writing and giving them the opportunity to bargain/negotiate the Impact and Implementation.

SECTION 2: Uniform Allowance.

Bargaining unit employees will be provided a Uniform Allowance in accordance with applicable laws, rules and regulations. The Employer agrees that the uniform allowance (initial and replacement) will be the maximum amount allowable pursuant to applicable rules and regulations. Procedures for providing the uniform allowance may be developed locally pursuant to Article 30 of this Agreement.

SECTION 3: Optional/Abbreviated Uniform.

Policies and procedures for identifying and wearing an optional and/or abbreviated station work uniform are expressly authorized for local negotiations in the activity Local Supplemental Agreement--to govern the wearing and maintaining of an "optional or abbreviated" Station Uniform and any accessories thereto for unit employees. The optional or abbreviated station uniform may include, but is not limited to, the wearing of tee/sweat/golf shirts, jackets and baseball caps. The parties agree that any optional/abbreviated uniforms agreed to locally will be at the expense of the employee.

SECTION 4: Standards Of Appearance.

Understanding that fire fighters are expected to comply with more stringent appearance standards than non-uniform employees, the following grooming standards are prescribed:

- a. When wearing the uniform, bargaining unit employees will, at all times, present a neat appearance--shoes shined or blackened, clothes cleaned, pressed and in an acceptable state of repair. The Employer agrees that bargaining unit employees shall not be required to wear the Station Uniform to and from work.
- b. For personnel who may be expected to perform fire ground functions, the face shall be clean shaven except that a mouche or mustache is permissible, so long as they do not connect. Facial hair will be neatly trimmed, will not extend beyond the chin line, and will not interfere with the passing of the fit test of the self-contained breathing apparatus mask. Side burns will be neatly trimmed, even in width, and not extend below the lowest part of the ear. Hair on the back of the head will not be worn below the bottom edge of the collar. Hair styles will be worn in moderation so long as these hair styles do not interfere with the wearing of safety equipment or the uniform hat.

c. Dispatchers may grow facial hair as long as it's kept neatly trimmed and clean. Facial hair shall be natural in appearance and color and will not exceed 1 inch in length.

SECTION 5: Protective Footwear (Safety Shoes).

Protective Footwear for bargaining unit employees will be supplied by the Employer and will comply with applicable standards.

**ARTICLE 14
DUES WITHHOLDING**

SECTION 1: Members of the Union who are in the exclusive bargaining unit may authorize payroll deductions of regular periodic dues by voluntarily executing Standard Form 1187, "Request for Payroll Deductions for Labor Organization Dues."

SECTION 2: An allotment may be submitted to the organizational civilian pay Customer Service Representative (CSR) at a subordinate AFMC activity at any time. Members of the Union who are in the exclusive bargaining unit and who have voluntarily authorized Union dues withholding may cancel payroll deductions of said dues by voluntarily executing a Standard Form 1188, "Cancellation of Payroll Deductions for Labor Organization Dues."

SECTION 3: A member of the Union who is in the exclusive bargaining unit will cease to be eligible for dues withholding under this Article if any of the following situations arise:

- a. The employee ceases to be a member in good standing of the Union;
 - b. The employee ceases to be a part of the exclusive bargaining unit;
- or
- c. The employee fails to receive sufficient compensation to cover the total amount of the allotment.

SECTION 4: The union agrees to assume responsibility for:

- a. Informing and educating its members of the voluntary nature of the system for the allotment of labor organization dues and the amounts and conditions under which the allotment may be revoked.
- b. Purchasing and distributing to its members SF 1187 and assuring members return completed forms to the Union.
- c. Notifying the servicing CSR in writing of:
 - (1) The names and titles of officials authorized to make the necessary certification of SF 1187 in accordance with this Agreement;
 - (2) The name, title, and the address of the allotted to whom remittance should be sent;
 - (3) Any change in the amount of membership dues and

(4) The name of any employee who has been expelled or ceases to be a member in good standing in the Union within ten days of the date of such final determination

d. Forwarding properly executed and certified SF 1187s to the servicing CSR on a timely basis.

SECTION 5: Effective Dates For Dues Withholding Action.

<u>ACTION</u>	<u>EFFECTIVE DATE</u>
a. Starting dues withholding.	Beginning the first full pay period following receipt of a properly executed and certified SF 1187 by the servicing CSR.
b. Change in amount of dues.	Beginning the first full pay period following receipt of certification by the servicing CSR.
c. Revocation by employee.	If the employee does not elect to revoke an allotment after the end of the initial 12-month period, an employee may submit an SF 1188 at any time. Such revocation will not take effect until the first full pay period after 1 September, provided the SF 1188 is received prior to 1 September.
d. Termination due to loss of membership in good standing	Beginning of first full pay period after the date of receipt of the Union's notification by the CSR.
e. Termination due to loss of exclusive recognition on which allotment is based, or termination by an appropriate authority outside the Department of Defense.	Beginning of first full pay following loss of recognition.

f. Termination due to separation or movement outside unit of recognition

(a) If action is effective the first day of a pay period, termination of allotment will be at the end of the preceding pay period.

(b) If action is effective on any day other than the first day of a pay period, termination of allotment will automatically be at the end of the pay period.

g. Termination due to employee's non-eligibility for dues withholding.

Beginning of first full pay period after date of receipt of notification by the CSR.

SECTION 6: The amount of dues to be deducted as allotments from compensation shall not be changed more frequently than once each twelve months.

SECTION 7: Any changes in dues withholding made by the Union or by law will be published by the Employer.

SECTION 8: Any errors in beginning or terminating dues withholding will be corrected by the end of the first full pay period after discovery of the error. Any errors in underpayment will be remitted in lump sum or installments as agreed upon by the affected employee and the servicing DFAS Payroll Office.

ARTICLE 15 OVERTIME

SECTION 1: General.

Overtime is work performed by bargaining unit employees outside their standard work schedule. An employee will not be compelled or permitted to work overtime without receiving compensation in accordance with applicable laws, rules, and regulations.

SECTION 2: Call-Back Overtime.

- a. Scheduled or unscheduled overtime continuous with an employee's regularly scheduled tour of duty is not considered call-back overtime.
- b. Any bargaining unit employee called back to perform unscheduled overtime shall receive at least two (2) hours call-back overtime and/or additional pay to which entitled, even if the employee cannot be utilized after reporting to work.

SECTION 3: Unscheduled Overtime.

- a. A bargaining unit employee held over beyond his/her normal tour of duty will be paid for all overtime worked in increments of quarter hours (15-minute increments). Fractions of a quarter hour worked by an employee shall be rounded up or down to the nearest quarter hour for crediting purposes. Overtime of less than a quarter hour multiple will not be accumulated from day to day.
- b. If time permits, the Employer agrees to allow employees who work overtime, without notice, a 5 minute personal phone call. In case of a long distance call, WATS will be used and will be limited to 5 minutes.
- c. The Employer may, upon request, relieve an employee from an overtime assignment where such assignment would result in an unreasonable hardship or inconvenience to the affected employee and where another employee is qualified, as determined by the Employer, and willing to work.

SECTION 4: Fire Department Overtime Procedures.

The Employer and the Union recognize the importance of maintaining adequate fire protection and that, from time to time, bargaining unit employees will be required to work overtime. The Employer shall first determine the numbers, job ratings, and skills required to meet its overtime assignments and the employees who meet these requirements. The parties agree that overtime procedures are expressly authorized for local negotiations pursuant to Article 30 of this Agreement.

SECTION 5: In accordance with applicable rules and regulations, unit employees will not be required to earn compensatory time in lieu of overtime.

ARTICLE 16 LEAVE POLICIES

All leave entitlements referenced in this Article will remain in effect and be administered in accordance with law, regulation and related guidance in effect for the period covered by the leave request. The parties acknowledge that leave otherwise provided for in this article may be denied due to mission requirements. The knowledges, skills and abilities of the employee shall be considered when acting upon requests for leave.

SECTION 1: Annual Leave.

- a. Unit employees shall accrue annual leave in accordance with 5 USC 6303 and any other applicable laws and regulations. The Employer agrees to make reasonable effort to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave.
- b. Annual leave procedures are expressly authorized for Local Supplement negotiations pursuant to Article 30 of this Agreement.
- c. **Emergency Annual Leave:** Every bargaining unit employee is responsible for maintaining regular attendance and for ensuring that the Employer is informed of any absence from each scheduled work shift. When an emergency necessitates an employee's absence, which could not be approved in advance, the employee shall normally notify their supervisor or the on-duty supervisor at least 30 minutes prior to the start of their scheduled work shift. If the absence extends beyond one workday, the employee shall keep their supervisor or his/her designee informed of the situation and probable date of return to work. Consideration will be given to the circumstances causing an employee not to call in prior to taking administrative action for not meeting the call-in requirement. The final determination whether to grant annual leave rests with the supervisor authorized to grant leave.
- d. A request for annual leave caused by the death of an immediate family member will be approved if at all possible.
- e. Pursuant to applicable law and regulation, such as 5 USC 5551, the Employer will provide lump-sum annual leave payments to separated fire fighters.

SECTION 2: Sick Leave.

- a. Sick leave shall be earned and administered in accordance with applicable regulations and this Section. Sick leave requests should be approved for all employees when they are incapacitated for duty by sickness, injury, pregnancy, confinement, medical, dental or optical treatment, or examination, or when a member of the employee's immediate family is afflicted with a contagious disease and the employee's presence at work would jeopardize the health of others, except as specified in Subsection (e) below. Employees must request sick leave by contacting their immediate supervisor, if on duty, or the on-

duty supervisor or their designee by telephone as soon as possible, but in no case more than two (2) hours after the start of the employee's scheduled tour of duty. Absences must be reported daily unless otherwise approved by the supervisor.

b. In accordance with 5 CFR 630.403, absences of more than three consecutive work days must be supported by medical documentation (or other administratively acceptable documentation for absences) unless the supervisor specifically waives this requirement. For employees on standby tours (such as "24 hours on, 24 hours off"), sick leave for more than 2 consecutive 24 hour duty periods must be supported by medical documentation unless the supervisor specifically waives this requirement. The supervisor may require documentation for absences less than those set forth above in accordance with subsection (e) of this section.

c. A fire fighter who has been absent from duty for a medical condition of a nature or duration that could affect their performance as a fire fighter, shall be evaluated by the base medical facility or personal physician before returning to duty.

d. Approval for sick leave for prearranged medical appointments will be secured from the employee's supervisor or his/her designee at least one tour of duty in advance of the absence, except in emergency situations. The immediate supervisor or his designee will furnish the employee with an Office of Personnel Management (OPM) Form 71 for certification by the employee that such examination or treatment was received, if the absence is more than four (4) hours, except as specified in paragraph 2e below. In any case, it is agreed and understood that an employee's immediate supervisor or his/her designee is the only one who can approve prearranged sick leave.

e. **Abuse of Sick Leave:** In accordance with 5 CFR 630.430, a supervisor may require an employee to provide administratively acceptable documentation for periods of absence less than those specified in Subsection (b) of this section should the supervisor suspect that the employee is abusing sick leave. In addition, the parties agree that a uniform policy shall apply regarding the disposition of employees suspected of sick leave abuse. As such, supervisors will explore the causes of the employee's absenteeism and counsel the employee as appropriate with respect to the use of sick leave and record the counseling on the employee's 971. If the employee's sick leave record subsequent to the counseling does not show the elimination of sick leave abuse, the supervisor may continue requiring the employee to provide administratively acceptable documentation for absences less than those provided in Subsection (b) of this section. As soon as possible, the supervisor will provide the employee with written notification requiring the employee to provide administratively acceptable documentation for such absences. This notice should contain the reasons for this requirement, such as stating the numbers of hours of sick leave used in a specific period, the sick leave pattern and balance, etc. The requirement to furnish administratively acceptable documentation, once imposed, will be reviewed at least every six months to determine if it should be continued. This supervisor should take care to be firm, fair, and consistent in all respects of leave administration. Only the immediate supervisor or his/her designee may approve sick leave under this subsection.

f. In cases of serious disability or illness, employees may be advanced sick leave. A request for advanced sick leave will be made by the employee in writing, and it will include a certificate from a competent medical authority describing why the employee should be granted the absence and the doctor's professional opinion as to the employee's expected ability to return to duty following the absence. If the request is disapproved, the reason will be given in writing. An advance of sick leave is not granted if it is considered likely the employee will not return to duty for a sufficient period of time to earn the leave.

g. General Sick Leave for Family Care or Bereavement: This provision will be administered in accordance with 5 CFR Part 630 and this agreement. The appropriate definitions to be used to define family members are found in 5 CFR Part 630 and in Attachment 1 of AFI 36-815. This provision entitles employees to use accrued sick leave for purposes of providing care for a family member as a result of physical or mental illness, injury, pregnancy, child birth or medical, dental or optical examination or treatment; for making arrangements necessitated by the death of a family member or for attending the family member's funeral and for absences specifically related to the adoption of a child. Requests for sick leave under this provision will normally be submitted to the appropriate supervisor in advance of the date that the leave is to start and will be submitted on an OPM Form 71. Employees with an uncommon tour of duty may use an amount of sick leave not to exceed the number of sick leave hours normally accrued by that employee in a leave year. An employee scheduled to work 56/60/72 hours per week could use 112, 120 or 144 hours.

h. Sick Leave to Care for a Family Member with a Serious Health Condition (Effective 20 Jun 00): Full-time employees may use a total of up to 12 administrative workweeks of accrued sick leave each leave year to care for a family member with a serious health condition. This provision will remain in effect and be administered in accordance with the implementing regulation and any related guidance.

SECTION 3: Leave Without Pay.

The Employer agrees to consider requests from the Union concerning leave without pay for the purpose of participating in Union matters. Employees in a leave status, with or without pay, shall maintain all rights and privileges, including rights to all pay raises resulting from Congressional action in accordance with applicable regulations. It is understood, however, that extended leave without pay may affect various employee benefits and entitlements (e.g., service credit, leave accrual, eligibility for within grade increases, health/life insurance premiums).

SECTION 4: Family And Medical Leave Act (FMLA).

The Family and Medical Leave Act provides a standard approach to providing family and medical leave to unit employees by providing an entitlement of up to twelve (12) administrative workweeks of "unpaid" leave during any twelve (12) month period for certain family and medical needs as described in 5 USC 630.1203(a).

SECTION 5: Other Types Of Leave.

a. **Voting Leave:** An employee who requests voting leave may be allowed up to three (3) hours for this purpose. Employees will be encouraged to vote by absentee ballot whenever possible.

b. **Witness/Court Leave:** The effective administration of court leave requires the exercise of good judgment in order to avoid imposing a hardship on employees. Employees assigned to night shift/stand-by tours of duty are granted court leave comparable with employees assigned to regular day shift work. Employees absent for court related services will be paid in accordance with appropriate regulations. The employee will suffer no loss of pay including appropriate overtime pay. An employee released without serving will return to duty in a reasonable amount of time (normally two hours), if scheduled for duty. An employee not released from witness/court leave but excused or discharged by the court either for an indefinite period in excess of one (1) day or a substantial portion thereof, is not entitled to court leave, but must report to duty (normally within two hours). An employee in a duty status who is required to report the following morning for witness/court service will be released at 2000 hours on the duty day.

c. **Military Leave:** Employees absent for military leave will be paid in accordance with appropriate regulations. The employee will not suffer any loss of pay, including appropriate overtime pay.

d. **Blood Donor Leave:** An employee donating blood products, such as platelets or plasma products, without compensation, during duty hours, may be granted excused absence up to four (4) consecutive hours on the same day the blood was donated. A longer period up to four (4) additional hours may be allowed for recuperation when supported by a medical certificate.

e. **Absence to Serve as a Bone Marrow or Organ Donor:** An employee is entitled to use seven (7) calendar days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow donor and an employee may use seven (7) to thirty (30) calendar days of paid leave as an organ donor. Bone-marrow or organ donor leave may be used, but is not limited to, such situations as blood testing, tissue testing, counseling, physical examinations, travel time, surgery and recuperation. Employees who are screened, but not accepted as donors, are entitled to bone marrow or organ donor leave for the time involved in conducting the screenings. Medical procedures and recuperation depend on the circumstances of each case. A medical certificate will be provided for any time used under this provision.

SECTION 6. It is agreed that, during severe weather conditions, when bargaining unit employees are late reporting for work because of road conditions and/or distance to travel, they may be given administrative leave based on the merits of the employee's case.

SECTION 7. Among the Employer's conditions of employment is the requirement to be punctual in reporting for duty. When employees are tardy/absent for reasons other than inclement weather, supervisors may:

- (1) Excuse tardiness/absences up to 59 minutes.
- (2) Consider the employee's request for annual leave.
- (3) Consider the employee's request for leave without pay.
- (4) Change tardiness to AWOL after notification and counseling.
- (5) Consider disciplinary/adverse action when circumstances warrant. (As stated in Article 6 of this agreement, the parties recognize that the Employer will take disciplinary/adverse action only for "just cause".)

ARTICLE 17 PROMOTIONS/DETAILS

SECTION 1: Merit Promotion.

The goal of the merit promotion system is to ensure that the skills, qualifications, achievements, and promotion potential of employees are recognized and fairly considered in the staffing process. When merit promotion procedures are utilized for filling unit positions, the promotion policy set forth in this Agreement and other applicable laws, rules, regulations and instructions shall apply. Special emphasis will be placed upon eliminating all forms of discrimination and favoritism, especially as they relate to selection for promotion.

SECTION 2: Vacancies.

- a. It is understood that vacancies within the bargaining unit may be filled either through merit promotion or from other appropriate sources, including the Priority Placement Program. USA Staffing will be utilized as a single staffing tool for evaluating employee's resumes for qualification, and the production of one referral list. Job announcements will be posted on www.usajobs.gov.
- b. The Fire Chief or his designee will inform the local Union President or his designee of vacancies within the activity bargaining unit.
- c. The Employer and the Union will encourage employees to take advantage of their opportunity and right to update their resume as appropriate to enter any data that would serve to enhance qualifications for future job placements. (For resume assistance courses, refer to Article 12, Section 8).
- d. The Parties recognize that unit employees interested in promotion must obtain the required certifications under the DoD Fire and Emergency Services Certification Program pursuant to the latest revisions or any subsequent policy of higher authority concerning certification.

SECTION 3: Temporary Promotions/Details.

- a. The Employer agrees that the use of temporary promotions and details within the unit shall be consistent with the spirit of the merit system. When the Employer determines it practical to rotate temporary promotions or details, such rotation shall be fairly administered and will be consistent with merit principles. Any bargaining unit employee temporarily promoted to perform the duties of a higher grade will receive the pay that is authorized for such positions.

b. Any detail of more than thirty (30) calendar days shall be documented and maintained as a permanent record in the employee's electronic Official Personnel Folder (eOPF). The employee can document the detail as part of their resume when applying for future job opportunities. The Employer will inform employees of the reason, nature, and anticipated duration of the detail and answer any questions that the employee has regarding the detail.

SECTION 4: Notification Of Non-Selection.

a. Any bargaining unit employee referred for selection to a position within the Fire Protection Branch that is not selected may request the selecting supervisor to provide reasons for the selection decision. Such feedback will include:

- (1) Whether the employee was considered and was one of those in the group from which the selection was made.
- (2) Who was selected for the promotion.
- (3) In what areas, if any, the employee should improve to increase his/her chances for future promotions.

b. The Parties agree that the supervisor in this situation cannot make any commitment as to selection for future vacancies.

SECTION 5: Request Change To Lower Grade.

Any bargaining unit employee who is promoted may request in writing a change to a lower grade to his/her former position or a similar position if he/she feels he/she cannot perform the new assignment. Such a change in position would not affect the employee's SCD.

ARTICLE 18 POSITION AND PAY MANAGEMENT

SECTION 1: It is agreed that the position classification program will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and as published by USAF. In compliance with the Air Force policy on mandatory use of Standard Core Personnel Documents (SCPDs), the Employer shall strive to adopt applicable SCPDs to the maximum extent possible in situations where SCPDs adequately and accurately reflect the duties/responsibilities of the employees locally. However, the parties also recognize that the Standard Core Documents may be revised to meet local needs. In cases where the SCPD does not reflect the duties/responsibilities of the employees locally, the Employer is authorized to continue utilizing Position Descriptions (PDs) in lieu of the SCPDs. In any case, the Employer agrees to maintain current and accurate standard core documents or position descriptions (whichever is appropriate) for all positions in the unit that reflect local work situations/requirements in accordance with existing instructions.

SECTION 2: The Union will be notified of any changes to a SCPD/PD.

SECTION 3: The Employer agrees that each employee will be provided a copy of his/her official Standard Core Document/Position Description and any amendment(s) thereto. If changes are made to the official Standard Core Document/Position Description, the Employer's representative (locally) shall discuss the changes with the affected employee(s) after the Parties have initialed the changes and the SCPD/PD has been classified.

SECTION 4: If a unit employee believes that his/her core document/PD does not properly describe the major duties he/she is performing, he/she has the right to request, through his/her supervisor, that his/her work assignments be reviewed. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve through the negotiated grievance procedure. It is understood that if the grievance goes to arbitration, the arbitrator may not classify the position. Grievances will not include issues concerning the appropriate classification of title, series, and/or grade of a position. The matter concerning content accuracy must be resolved before any employee may file a Position Classification Appeal.

SECTION 5: If a unit employee believes that the classification (title, series, or grade) of his/her position is in error, upon request, the employee will be furnished information on Classification Appeal procedures. The Employer will also furnish the employee (appellant) with a copy of any forwarding letter or endorsement together with copies of all material furnished to the appellate authority. The employee may appeal with the assistance of a representative designated in writing. The employee and his/her representative shall be granted a reasonable amount of official time to prepare his/her appeal and will be assured freedom from restraint, interference, coercion, or reprisal in submitting his/her appeal. The amount of official time that shall be granted will be determined on the basis of the facts and circumstances of each case or as established by the LSA.

SECTION 6: It is agreed and understood that a Standard Core Document or Position Description is a written statement of the major duties and responsibilities assigned by the Employer to a position, which defines the kinds and range of duties an employee may expect to perform during the time he/she remains in the position. The Core Document or Position Description is not in itself an assignment of work. The Parties agree that the phrase “other duties as assigned” shall not be utilized by the Employer and/or be used in the SCPD/PD. It is understood that this doesn’t interfere with management’s right to assign work.

SECTION 7: Unit employees will notify their supervisor when they believe there is a mistake on their leave and earnings statement. The Employer agrees to make every effort to investigate the matter and, when necessary, pursue corrective action as soon as possible.

ARTICLE 19
REDUCTION-IN-FORCE (RIF)

SECTION 1: Governing Regulations.

RIFs shall be administered in accordance with applicable laws and regulations.

SECTION 2: Notification And Register Review.

The Employer shall notify the Union as far in advance as possible of any planned reduction-in-force affecting bargaining unit employees. The Union may then designate one representative to review the retention register. The Employer agrees to give the Union a reasonable amount of time to meet with the on-site Personnel Manager or his/her designated representative to express its views and position regarding the reduction-in-force. In the event of a reduction-in-force, existing vacancies shall be utilized to the maximum extent feasible to place qualified employees who otherwise would be separated from the service.

SECTION 3: Reemployment Rights.

Career or career-conditional employees who are separated because of a RIF will be advised in writing of priority reemployment rights available to them and procedures for applying reemployment consideration for temporary or permanent positions for which they are qualified. Acceptance of a temporary appointment will not alter employees' rights to be offered permanent appointments during the period in which they are eligible for reemployment preference.

SECTION 4: Repromotion Downgrades.

In accordance with the regulations, career or career-conditional employees of the unit, who have been involuntarily demoted without cause, will be considered for re-promotion to any position within the Fire Department up to the grade level at the time of demotion.

SECTION 5: Bumping/Retreating.

Any employee bumping or retreating into an occupied bargaining unit position, causing displacement of a bargaining unit employee, must meet the eligibility requirements of that position in accordance with governing regulations such as DoD 6055.6 M.

ARTICLE 20 PERFORMANCE APPRAISAL

SECTION 1: Employee performance appraisals will be accomplished in accordance with applicable regulations.

SECTION 2: All employees in the bargaining unit will be evaluated annually on the basis of job performance elements and standards established through an analysis of each employee's duties and responsibilities. These elements may be an important duty or responsibility of the position or may be a specific project or task consistent with or directly drawn from the duties and responsibilities of the position description. Performance elements will be valid and job related to permit objective and accurate evaluation of job performance.

SECTION 3: Employees will be given a copy of their performance standards with critical elements identified. At that time, management will explain responsibilities critical to the position. During the rating period, informal performance discussions will be held periodically between the supervisors and employees to keep the employees informed of their performance. During these discussions, any performance deficiencies will be identified and the employee informed of what must be done to reach a fully successful rating. Each employee shall be given reasonable opportunity to improve his/her performance.

SECTION 4: Subject to the provisions of this agreement, applicable law and regulation, the Employer may reduce in grade or remove an employee for unacceptable performance. An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

- a. A 30-day advance written notice of the proposed action which identifies:
 - (1) Specific instances of unacceptable performance by the employee on which the proposed action is based.
 - (2) The critical element(s) of the employee's position involved in each instance of unacceptable performance.
- b. Be represented by the Union, an attorney or other representative at the employee's expense.
- c. A reasonable time to answer orally and/or in writing. Extensions to this time period may be granted if requested in writing by an employee.
- d. A written decision which specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based.

SECTION 5: When the standards to an existing job performance element are changed from the previous performance rating period, the Employer agrees to notify the Union and give reasons for the change prior to the implementation of such changes.

SECTION 6: Union representatives shall not be penalized in their rating for carrying out their labor-management representational functions under the terms of this agreement and the statute.

SECTION 7: The Parties agree to encourage unit employees to participate in the activity's Airmen Powered by Innovation Program. Unit employees may be appropriately recognized for adopted suggestions as well as performance, including special acts performed in their community.

ARTICLE 21
CIVILIAN DRUG TESTING PLAN

SECTION 1: Policy.

- a. The Employer and the Union recognize that illegal drug use is a threat to the safety of the public, other federal employees and bargaining unit employees, including members of the IAFF/AFMC Bargaining Unit, and is contrary to the efficiency of the service. Thus, the Employer shall take necessary steps, including drug testing, to eliminate illegal drug usage. It is the goal of this Article and the AFCDTP (Plan) to prevent illegal drug use in the workplace (Fire Department).
- b. A determination that an employee uses illegal drugs may be made on the basis of direct observation, a criminal conviction, the employee's own admission, other appropriate administrative determination, or by a confirmed positive urinalysis.
- c. While the Employer will provide referral assistance to employees with substance abuse problems, it must be recognized that employees who use illegal drugs are primarily responsible for changing their behavior.
- d. In order to eliminate the safety risks which result from being under the influence of illegal drug usage, the parties agree that the establishment and administration of the Plan will be accomplished in accordance with Executive Orders, applicable laws, rules and regulations.

SECTION 2: Testing.

- a. The Parties agree that testing referred to by the term "Drug Test" in the Plan shall mean urinalysis. The Employer further agrees that under no circumstances will an employee be subject to urinalysis testing as a punitive measure. Urine collection shall be conducted in a manner which provides a reasonably high degree of security for the sample and freedom from alteration.
- b. The Employer's program authorizes the testing of employees for the illegal use of drugs under the following conditions:
 - (1) When there is a reasonable suspicion that any employee uses illegal drugs.
 - (2) In an examination authorized by Air Force regarding an accident or safety mishap.
 - (3) As part of, or as a follow-up to, counseling or rehabilitation for illegal drug use.
 - (4) When an employee volunteers for random testing.

(5) Random drug testing program.

(6) Applicants.

c. Testing Designated Positions for bargaining unit members as described in the Department of the Air Force Plan are those Tier I positions within the AFMC Fire Department(s) that the Employer has determined to meet the criteria for random drug testing.

d. The AFMC Program Coordinator (PC) shall determine the method of random selection from the pool of employees subject to random testing. The Employer will provide the Union a demonstration of the selection program used upon written request. The Union will be notified in writing in advance when the selection method/process is being changed.

SECTION 3: Testing Procedure.

a. **Notification of Employees.** Employees selected for random testing will receive notice in accordance with AFCDTP prior to being required to provide a urine sample, preferably within two hours of the scheduled testing. The notification will include the reason for the test, how the employee was selected, consequences for failing/refusing to cooperate in a drug testing program and of a positive test, including possible disciplinary action up to and including removal. The designated employee will report to the designated location to be tested as set forth in the written notification.

b. **Testing Policy.** All specimens will be tested at an approved certified testing facility, using HHS approved procedures pursuant to the HHS guidelines. Before a positive test result may be verified, two separate and different test procedures are performed on the same specimen and both results must be positive. The first test procedure used is an immunoassay and the second confirmatory procedure is gas chromatograph-mass spectrometry (GC/MS) or other confirmatory tests approved by HHS. It is agreed that the screening levels established in the HHS Guidelines are sufficiently conservative to eliminate extraneous reasons for a positive result, and, with confirmation by an additional and different test method, the chemical test results are reliable and accurate. Individual privacy will be allowed during the collection of the specimen; however, employees may be observed if there is reason to believe the specimen will be altered.

c. Confidentiality and Safeguarding of Information.

(1) Samples will be subject to a strict Chain of Custody to ensure the validity of the specimen tested. The Chain of Custody will be established by the Employer, pursuant to the Department of Health and Human Services and the Department of Air Force Plan.

(2) Within the requirements of law and regulations, including the Privacy Act, bargaining unit employees will be assured that results relating to Drug Testing will be treated confidentially. Confidentiality of test results will be provided to all employees when the confirmed positive test result is verified by the Medical Review Officer (MRO). Positive test results verified by the MRO will only be disclosed in accordance with applicable laws and regulations, which includes the employee, the appropriate management officials responsible for counseling and rehabilitation assistance, the appropriate management officials necessary to process a disciplinary or adverse action against the employee, a court of law, or administrative adjudicators in connection with any disciplinary or adverse personnel action. Rehabilitation records in a Rehabilitation Program will be deemed confidential "patient" records and may not be disclosed without prior written consent of the employee in accordance with law.

(3) The Union, upon request, will have the right to a tour of the drug testing program at the activity and laboratory facility, with the exception of individual test results or the actual urination (unless requested by the employee).

(4) If the Union desires to inspect the laboratory facility, it will send a request to HQ AFMC Labor Relations Officer, stating date and time of visit. This visit will be paid for by the Union.

d. Bargaining Unit employees will have an opportunity to provide documentation supporting the legitimate usage upon a positive test result.

SECTION 4: Counseling And Rehabilitation.

a. The Parties agree to support the program as specified in AFI 36-810. This section outlines procedures to control substance abuse and to identify and assist in the rehabilitation of abusers. Bargaining Unit Employees whose tests have been verified positive will be notified in writing of the opportunity to be referred to the Social Actions Substance Abuse Control Officer for assessment and referral. Annual leave, sick leave or leave without pay may be authorized for counseling or rehabilitation.

b. Bargaining unit members who self-identify as an illegal drug user, prior to management obtaining the same or substantially similar information by other means, and who enter a rehabilitation program will be given appropriate positive consideration in determining the manner of discipline that may result. The employee will be advised in writing of the consequences of a verified positive on a subsequent urinalysis test. This provision does not preclude the Employer from initiating disciplinary and/or an adverse action for matters not directly associated with self-identification.

c. Alcohol and Other Substance Abuse.

(1) The Employer and the Union are concerned with the accomplishment of activity missions and the requisite need to maintain employee productivity. While the decision to use alcohol or other drugs is a personal one, when it interferes with the efficient and safe performance of the employee's duties, reduces dependability or reflects discredit on the activity, it becomes the legitimate concern of the Employer. Recognizing that alcoholism and other drug abuse are preventable, treatable conditions, that they are no respecters of race, age, sex, grade or position, and that they affect Management as well as Labor, it is to the advantage of both the Employer and the Union to assist personnel in recovering from these conditions. To help accomplish this, the parties will support the Command and local alcohol and drug abuse prevention and control programs and the regulations thereof.

(2) Local Union representatives will be briefed on the local program.

(3) A number of individuals can identify a troubled employee. Among them are the supervisor, co-workers, and the union representative(s). Employees who admit to existing or potential substance abuse are urged to seek help from the Social Actions Office. The first interview in the Social Actions Office will be on duty time. Sick leave, annual leave, or leave without pay is granted for subsequent rehabilitative activity.

(4) While the program is intended to help the employee with a problem, only the employee can decide to accept the help and overcome the problem or face the consequences of impaired health, disciplinary action, or even removal.

(5) The parties recognize that Drug and Alcohol Abuse and the Disciplinary Programs are not mutually exclusive. Both programs are rehabilitative in nature. Accepting or refusing help and taking part or not taking part in a rehabilitation program are not necessarily reasons for starting or withholding corrective action. Counseling, discipline, or adverse action for the offense or for poor performance may be the key determining factor in getting the employee to positively recognize and deal with the problem.

(6) Where an employee refuses an offer of assistance and later alleges a drug or alcohol related problem in response to an Employer-initiated corrective action, the Employer will decide whether to proceed with, modify or cancel the action. The fact that the employee now alleges that the problem is drug or alcohol related does not in itself or automatically require that the proposed action be reduced, delayed or withdrawn. This is a decision the Employer must make on a case-by- case basis based on the individual circumstances, security practices, and available information.

(7) The first offer of assistance, i.e., referral to or recommendation that the employee report to the Social Actions Office, discharges the Employer's obligation with regard to this program.

(8) Should a supervisor suspect an employee, while in a duty status, to be under the influence of intoxicants or drugs, the supervisor will refer the employee to the on-base medical facility for diagnosis and/or treatment. If requested by the employee, a union representative, or representative of the employee's choice, if available, may accompany the employee to the medical facility. Unavailability of a representative will not delay referral of the employee to the medical facility. The Employer will also take appropriate steps to ensure the employee gets to the medical services.

(9) The employee will not be permitted to return to work if found to be under the influence of drugs or alcohol. The supervisor will consider granting sick leave, annual leave, or leave without pay (LWOP). The Employer will take reasonable steps to ensure that the employee leaves the work site safely.

(10) During the employee's participation and satisfactory progress in a rehabilitation program, every reasonable effort will be made for the employee to remain a part of the Fire Department.

SECTION 5: Official Time. Bargaining unit employees will be in a duty status during the time they are providing a urine sample at the Employer's collection site. Union Representatives will be granted Official Time, if otherwise in a duty status, when representing bargaining unit employees in matters concerning the AFCDTP and for which official time can be legally granted.

ARTICLE 22
CONTRACTING-OUT

SECTION 1: The Employer agrees to abide by 10 USC Section 2465, i.e., Prohibition on Contracts for Performance of Firefighting or Security Guard Functions.

ARTICLE 23 HEALTH AND SAFETY

SECTION 1: The Employer will assure that safe and healthful working and living conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. The Parties agree that the AFMC Fire and Emergency Services Program shall comply with applicable DoD Instructions, Air Force Instructions, NFPA Standards, OSHA Regulations and other applicable laws and regulations. The Union agrees to cooperate with the Employer by encouraging employees to conscientiously abide by established safety rules; to work in a safe manner; to wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

SECTION 2:

- a. Protective clothing furnished to unit employees will be in accordance with the requirements of OSHA and NFPA Standards. Employees shall be responsible for the condition of items furnished and the return of such items as required by the Employer. Equipment utilized by unit employees will be in accordance with the requirements of the NFPA 1500 Standards. The Employer agrees to replace/repair or de-contaminate protective clothing and equipment when worn out or contaminated.
- b. Bargaining Unit Employees will not be required to share any part of his/her turnouts and/or protective equipment with another employee unless cleaned and sanitized in accordance with established procedures.

SECTION 3: The Employer shall provide for the inspection and testing of the structural integrity and safety of all apparatus and equipment utilized by the fire service at each AFMC Facility in accordance with governing regulations. The results of these tests will be made available to the Union upon request. The Employer agrees to take prompt and appropriate action when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. New and replaced equipment will meet applicable standards. The assigned driver/operator is responsible for notifying the Employer immediately upon identification of a possible deficiency in the operation of his/her vehicle.

SECTION 4: The Employer agrees that employees exposed to infectious diseases, hazardous substances, toxic fumes, epoxy paint, radiation, etc., shall be given an appropriate physical evaluation as soon as practicable. The Employer will maintain an up-to-date Hazardous Materials Exposure record for all bargaining unit employees. The Employer agrees to provide the Union a copy of this record upon request with the employee's written request to release. In addition, bargaining unit employees may submit, within 30 days of a response, a Response Confirmation Form to the Employer for signature. The Employer's signature on this form serves to verify that a response incident, e.g., fire, explosion, spill, or rescue took place and the employee responded on the date and time indicated therein.

SECTION 5: The Employer will welcome suggestions from the Union and unit employees which offer practical and economically feasible ways of improving safety conditions in the Fire Department and throughout AFMC and its activities.

SECTION 6: The Employer agrees to establish a Fire Department Safety Committee at each AFMC Activity for the purpose of addressing Fire Department Safety Issues and implementing the NFPA Standards into AFMC's Fire and Emergency Services Program. The specifics (the committee size, meeting times, etc.) are expressly authorized for local supplements pursuant to Article 30 of this Agreement. The committee will make all recommendations to the Fire Chief for his approval and incorporation into the appropriate Fire Department Operating Instructions (OI).

SECTION 7: With the ongoing concern toward the spread of infectious diseases, the Employer agrees to provide, for the protection of bargaining unit employees, disposable gloves, micro-shields, protective aprons and adequate eyewash for response at any type of medical emergencies where the handling of the victim may be cause for concern.

SECTION 8: Rehabilitation During Emergency Operations.

The Employer shall maintain an awareness of the condition of bargaining unit members operating within their span of control during an emergency and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to request relief and reassignment of fatigued crews. The incident commander shall consider the circumstances of each incident/hazardous stand-by and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene. These considerations shall include medical evaluation and treatment, providing food and fluid replenishment (at no cost to the employee), and relief from extreme climatic conditions, according to the circumstances of the incident/hazardous stand-by.

SECTION 9: Ambulance service and emergency treatment to employees will continue to be provided in the case of an on-the-job injury, accident, or illness. Employees of the unit may designate the hospital of their choice in the commuting area after emergency treatment and stabilization has been made and there is no longer an immediate threat to life. In the case of a major burn injury, the employee, after emergency treatment and stabilization, will be transferred to the closest burn center by the fastest means available.

SECTION 10: Data sheets will be developed and maintained by the Employer on each bargaining unit member. The data sheet will include name, age, height, blood type, allergies, preferences of medical facilities, and whom to notify in case of an emergency. The information sheet is not limited to the above information and can be broadened if needed. Unit members are expected to provide this information in the event the individual needs immediate medical attention during an emergency. The data sheets will be kept in a readily available location either in or near the Communication Room for use in case of an emergency. To ensure the data sheets are current, unit employees shall be required to update the information on their data sheet at least once every six (6) months, and more often if needed.

ARTICLE 24
JOB RELATED MEDICAL AND PHYSICAL PERFORMANCE
EVALUATIONS FOR FIRE FIGHTERS

SECTION 1: Medical Evaluation.

The Employer shall conduct an industrial health (medical surveillance) program to assist all employees to maintain optimum health on the job. Unit employees who have been or are currently working in a primary or secondary position shall be given a comprehensive medical and physical evaluation with emphasis on Cardiac and Respiratory Diseases in accordance with the 2007 published version of NFPA 1582 Air Force Technical Implementation Guide (TIG) and as described in this article. (Any obligations under Article 10 of the CLA will be addressed prior to using any successor edition of NFPA 1582.)

a. The Employer agrees that all bargaining unit employees, who so desire, will undergo tetanus immunization, Hepatitis B, C, TB PPD screening (skin test) and such other immunizations as may be indicated pursuant to applicable rules and regulations. Each employee receiving the Hepatitis B vaccine shall receive a Hepatitis B titer test to assure a successful inoculation. The Employer shall, at the time of the annual physical, make available to all bargaining unit employees a voluntary HIV antibody testing program. The bargaining unit employee(s) desiring such testing shall provide written consent prior to the testing. The Employer further agrees that all HIV related information will be kept strictly confidential and that pre and post test counseling will be provided. The parties recognize that the employee will be referred to their private physician for follow-up of abnormal results of routine prevention screenings or assessments conducted under the provisions of this article.

b. The Employer agrees, that after the initial medical physical by the Employer upon being hired, fire fighters may have the option of taking their yearly physical by personal physician (at their own expense) or by AFMC's Medical Personnel. The employee must bring in results of the physical to the AFMC's Medical Department thirty (30) days prior to their required yearly physical. All medical examination results will be annotated on the appropriate Department of the Air Force forms.

c. During the annual physical, firefighters identified with occupational medical restrictions by the employer's physician and placed in a restricted duty status will be provided a detailed report explaining the abnormal examination results causing the restriction, and any standards used to make this determination including information related to the correlating requirements of the position and the medical conditions prohibiting medical clearance. This report will be provided to the employee at the time the employee is placed on medical restriction (See appendix V). The employee is highly encouraged to provide this report to their personal physician for further evaluation. The employer's physician must review and consider all medical documentation supplied by

the individual's personal physician or practitioner. Specific testing related to any medical restrictions that is determined to be required by the employer's physician will be paid for by the employer in accordance with 5 CFR 339.304 as applicable.

SECTION 2: Physical Fitness Program.

a. The Employer and Union endorse the IAFF/IAFC Wellness/Fitness Initiative to enable bargaining unit employees to develop and maintain an appropriate level of fitness to safely perform their assigned duties. To include continuing education for PEERS Fitness Trainers administering the program, this will be a Priority 1 training requirement.

b. Pursuant to applicable instructions, the Employer will require the mandatory participation of all bargaining unit employees that occupy primary positions or who may be engaged in fire fighting activities in the IAFF/IAFC Wellness/Fitness Initiative (other employees who occupy secondary fire fighting positions are encouraged to participate in the IAFF/IAFC Wellness/Fitness Initiative and will be provided time to participate, workload permitting.) Employees will not be disciplined for failing to meet any prescribed fitness goals contained in the Program. Any potential health issues which may arise through the IAFF/IAFC Wellness/Fitness Initiative may be referred to appropriate medical personnel for further evaluation and action. Base medical personnel will examine all newly hired bargaining unit employees required to participate in the IAFF/IAFC Wellness/Fitness Initiative prior to their beginning the Program. During the Annual Physical the examining physician will certify the member's ability in writing to participate in the IAFF/IAFC Wellness/Fitness Initiative.

c. The Employer agrees to provide and maintain all the required, adequate and necessary space and equipment, in each fire station, to support the IAFF/IAFC Wellness/Fitness Initiative. When possible, employees will be provided an opportunity to participate in the Program during actual work hours in the duty day. Employees may participate in the Program during standby hours at their discretion.

d. Should the IAFF/IAFC Wellness/Fitness Initiative be replaced by another DoD or Air Force Physical Fitness Program, the Employer agrees to provide the Union prompt notice and the opportunity to bargain in accordance with Article 10.

SECTION 3: Tobacco Use.

In recognizing the beneficial impact of a healthy workforce in enhancing performance, minimizing absenteeism and other health related problems, the parties support programs that educate and help bargaining unit employees to stop using tobacco products. Occupational

Medical Physicians shall counsel employees regarding hazards related to Tobacco and ensure they are aware of cessation opportunities.

All indoor smoking is prohibited. Outdoor smoking areas will be reasonably accessible to employees and provide a measure of protection from the elements. Disputes concerning outdoor smoking areas can be raised through the parties' negotiated grievance procedure.

The subject of smokeless tobacco can be addressed by the Parties in Local Supplement negotiations in accordance with Article 30.

SECTION 4: Maternity.

The Parties agree that pregnancy in the Fire Service should not be treated any differently than any other medical condition in the Fire Service that may inhibit a fire fighter's ability to perform her job. The Employer agrees to arrange, upon request, the availability of a physician who can advise fire fighters with regard to their reproductive health and suitability for various duties. The Employer agrees to make unit employees (male/female) aware of potential reproductive risks to themselves and health risks to their potential offspring.

ARTICLE 25 ON THE JOB INJURY

SECTION 1: Employee's Responsibility.

When an employee is injured in the performance of his/her duty, the employee is responsible for notifying the on-duty supervisor of the incident as soon as possible (usually within the same work shift). If the employee elects to file a claim under the Federal Employees' Compensation Act (FECA), the employee should register for a username and password in the Department of Labor's (DOL) Employees' Compensation Operations & Management Portal (ECOMP). The ECOMP site can be accessed by the employee from any computer location and does not require government access. The employee will initially be required to complete the OSHA 301 followed by a selection of either the CA1 (Notice of Traumatic Injury) or CA2 (Notice of Occupational Disease) as appropriate for their type of injury. They will be required to input the on-duty supervisor's government email address that will serve to provide the supervisor with a link to ECOMP. The supervisor will immediately be notified by email to complete their portions of both the OSHA 301 and the CA1 or CA2 in ECOMP. Supervisors should accomplish their required actions in ECOMP as soon as possible after the injury (usually within two workdays). CA1 or CA2, completed by the employee and the supervisor, will be reviewed by the AFPC Injury Compensation Office (ICO) for final authentication of all required fields and submitted to DOL as required.

If the employee is unable to access ECOMP, the employee, a designated representative, or the employee's supervisor should complete page 1 of either the CA-1 or CA-2 as appropriate and fax or email the hard copy to the AFPC ICO. The AFPC ICO will initiate both the OSHA 301 and the appropriate claim form for the employee in ECOMP and input the government email of the employee's supervisor for their further action in ECOMP.

SECTION 2: Leave/COP.

The employee will be advised that Continuation of Pay (COP) may be used in lieu of sick or annual leave in connection with such injuries, except in cases where the claim has been controverted in accordance with 20 CFR Part 10. The date of injury is normally considered a day of duty, and, as such, is not chargeable to leave or COP. Medical documentation supporting disability from work should normally be uploaded via ECOMP within ten (10) calendar days from date of injury. The Employer retains the right to discontinue COP when appropriate documentation has not been made available. For further guidance, contact the Compensation Operations Branch (currently AFPC/DP1TC).

SECTION 3: Processing.

In all cases where the claim has been timely filed, the Employer agrees to facilitate the processing of the claim to the US Department of Labor and make reasonable effort to preclude financial hardship on the injured employee.

SECTION 4: Light Duty.

Management will make every reasonable effort to retain the employee in a limited/light duty position commensurate with the seriousness of the injury and within the physical limitation imposed by the treating physician. When the physician's report indicates the employee is capable of performing light/limited duty, the employee is requested to accept any reasonable offer of suitable duty with no loss of pay. Failure of the employee to accept the work offered by the Employer, as approved by the treating physician, may result in termination of COP by DOL.

SECTION 5: Public Safety Officer's Benefit Act (PSOB).

The PSOB is a law under which a claimant, who has a certain relationship to a Fire Fighter who dies because of firefighting activity, can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officers' Benefits Division administers the program. Fire Fighters are advised to keep potential claimants, i.e., spouses, children, and/or parents informed. A claim for death benefits must be filed within one year, and medical evidence may be required to support the claim. The Employer agrees to keep accurate records of all bargaining unit employees to ensure that all relevant and/or required information is maintained. The Employer and the Union will assist claimants in filing such applications.

ARTICLE 26
TEMPORARY NON-JOB RELATED INJURIES
AND LIGHT DUTY

AFMC and the IAFF understand that, from time to time, injured fire fighters may be allowed to perform light duty functions within fire protection areas for non-job related injuries. The adoption of local policies that allow for such may promote productivity and efficiency, reduce the need for extended sick leave use and overall enable both the employee and installation management to benefit from this policy.

AFMC and the IAFF support the concept of such light-duty assignments understanding that the work being accomplished must be a legitimate AF requirement and the person doing the work is fully-qualified (and certified, if appropriate) to accomplish that assignment. Likewise, the duty hours are commensurate with the injury and the light duty assignment.

It is not the intent of AFMC or the IAFF to detract from contractual bargaining obligations or to establish local policies that may conflict with Air Force, AFMC or local operating instructions in suggesting policy considerations that allow non-job related injured fire fighters to perform light duty functions.

Both AFMC and the IAFF understand that each case regarding such positions must be evaluated by installation management and that installation management has the sole discretion in providing a light duty position to an employee who is injured due to non-job related duties/activities. It is understood that providing a light-duty assignment in any instance does not establish a practice or an entitlement in any other instance. It is also understood by the Parties that the provisions of this Article are not grievable or arbitrable.

ARTICLE 27
CIVIC RESPONSIBILITIES

SECTION 1: Muscular Dystrophy Association.

The Employer agrees to allow unit employees to wear their official uniforms and represent the activity's Fire Protection Branch jointly with the Union's name for off-base solicitation during the weekend of the National Telethon. Unit members working on behalf of the Muscular Dystrophy Association will be in an off-duty status and their participation will be strictly voluntary. One hundred percent of the money collected will be turned over to the Muscular Dystrophy Association. The Union will maintain and assure that accurate records are kept and those records will be considered public. All costs incurred will be the responsibility of the Union.

SECTION 2: CFC/Bond Drive.

The Union, recognizing the significant contribution that can be made by Federal employees to the local community, agree that unit employees will be encouraged to fully support and participate in approved bond and charity drives including the Combined Federal Campaign (CFC).

ARTICLE 28 GENERAL PROVISIONS

SECTION 1: Mess Privileges.

- a. The Employer agrees, mission permitting, to provide time (generally up to one hour) for one person from each shift/station to purchase either fresh or prepared food daily, on or off base, for on-duty fire fighters. Should mission or security requirements interfere or inhibit fire fighters from purchasing food, the Employer will provide time at the first available opportunity.
- b. The Employer has determined that it is acceptable to allow fire department personnel to eat at on-base dining facilities when mission requirements are not affected.

SECTION 2: Living Quarters.

- a. The Employer and the Union recognize that the living quarters in the fire station represent living space allotted for rest, washroom and sleeping purposes and are very private for him/her. The Employer agrees not to use these areas outside the realm of fire department or other public purpose business unless mutually agreed upon by the Parties.
- b. The Employer agrees to maintain all government-provided appliances and to repair or replace them as needed as quickly as practical. The Employer will pursue prompt repair of inoperable appliances which impact critical living conditions such as cooking capability and heating and air conditioning. In accordance with Article 23, Section 1, interruption and maintenance of critical utilities will be handled as emergency work orders. In the case of appliance or utility breakdowns, the Employer may also utilize outside contractors when they consider the situation to warrant special treatment. The Employer agrees to provide and maintain, as a minimum, beds with bedding, cook stoves, dishwashers, refrigerators, utensils, dishes, TVs (in common use areas such as Day Rooms) and furniture. For each TV that the Employer provides for the purpose of training and recreation within the common use areas at each station and each dispatch center, the Employer will provide basic cable or satellite service plus a DVD. The Employer agrees to extend that cable/satellite service to each private bedroom.
- c. The Employer shall provide for, at minimum, an annual inspection of HVAC systems, testing of air quality, and, if necessary, cleaning of systems at any FES facility, in accordance with governing regulations. In accordance with Article 23, Section 1, interruption and maintenance of critical utilities will be handled as emergency work orders.

SECTION 3: Work Place Fairness.

The Employer agrees that the workplace will be free from arbitrary and capricious actions and decisions by supervisors. Decisions and/or actions taken by the Employer will be in accordance with applicable law, rule, regulation and negotiated agreements.

SECTION 4: Parking For Union Officials.

The Employer agrees to provide parking facilities for bargaining unit employees as close as possible to the fire station where those employees are assigned, mission and security requirements permitting. Two marked, reserved parking spaces will be provided for IAFF officials at the fire station where the Union office is located. However, the Union at Wright-Patterson will be provided three such spaces.

ARTICLE 29
FIRE FIGHTING ASSISTANCE DURING
MUNICIPAL JOB ACTIONS

SECTION 1: Base Fire Department Assistance.

a. In the event of a job action by municipal fire fighters near an AFMC installation, the involvement of Air Force fire fighters can be instrumental in saving lives and property. It is the Employer's decision whether to render assistance if and when requested by appropriate local authorities in accordance with applicable laws and regulations.

b. During these tense situations, the Parties fully recognize the importance of keeping communications open between the Base Commander or his designee, the Base Union President or his designee and the Labor Relations Officer. Bargaining unit employees will be kept fully informed of the situation.

SECTION 2: Safeguards.

The following safeguards will be considered by management:

a. Escort by municipal police, the state highway patrol, county sheriff, etc., for the USAF Fire Department, at entrance to city limits during fire fighting efforts and, upon departure, outside city limits. If there are threats of violence to USAF fire fighters, the ranking fire officer will determine when to return to the base.

b. Normally, USAF fire apparatus/manpower should not be relocated to fire stations within the community with a striking Fire Department.

c. Whether officers of the striking Fire Department who are not on strike would be available to provide command and control at the fire scene.

d. When an auxiliary Fire Department vehicle, such as pick-up or carryall, can accompany USAF structural pumper(s) to the fire scene.

SECTION 3: Union Obligation.

The Union will not call or participate in a strike, work stoppage, slow down or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations or to condone such activity by failing to take action to prevent or stop activity.

ARTICLE 30
LOCAL SUPPLEMENTS TO THE COMMAND LABOR AGREEMENT

SECTION 1: Definitions and Scope of Local Supplements.

- a. This CLA constitutes the entire agreement. There will be no side arrangements or understandings, written or implied, other than those reached by mutual consent of the Parties during the CLA negotiations, those conditions of employment made under Article 10 of this agreement and those LSA(s) expressly authorized by this agreement. The Parties have had full opportunity to raise any and all issues during negotiations and the articles of this agreement are comprehensive and represent the sum total of the terms and conditions which the Parties agree to abide by for its duration.

- b. The Employer and the Union agree that this agreement shall constitute the Command Labor Agreement (CLA) between the Parties and shall be applicable to all activities and employees included in the bargaining unit as defined herein at Article 1, Recognition and Unit Designation. It is recognized by the Parties that the Articles of this CLA are comprehensive articles, and as such, may be supplemented in Local Supplement Agreements (LSAs) only to the extent expressly authorized and set forth in specific articles of this Agreement.

- c. LSAs are further expressly authorized to cover subjects not specifically covered by this Agreement.

- d. Regulations and policies of the Employer (HQ AFMC) modified in this CLA shall not be negotiated and/or modified in an LSA unless expressly and mutually authorized by the Parties to this Agreement.

- e. An LSA, as authorized in this Article, is a supplement to the CLA. Therefore, articles of an LSA shall not conflict with, or otherwise be inconsistent with, any provision in the CLA, or shall be null and void and of no effect. Further, no articles of an LSA may amend, modify, or alter articles of the CLA or otherwise duplicate the provisions contained therein. Local Supplement Agreements that have not been submitted to and approved by the IAFF and AFMC Headquarters will not be enforceable by the Parties locally.

- f. Only one LSA may be negotiated at each subordinate AFMC activity and each shall be applicable only to the subordinate activity at which such supplement is negotiated. Local Supplements to this Agreement will be negotiated only to the extent authorized by this Agreement. Disputes over the content of Local Supplements shall be resolved locally through the Negotiated Grievance and Arbitration Articles of this CLA.

g. Not earlier than 45 (forty-five) calendar days after nor later than 90 (ninety) calendar days after the effective date of the Command Labor Agreement (the date of approval by DoD), activity representatives of either party may serve notice on the other party of an intent to open Local Supplement negotiations. Ground rules for local supplement negotiations, including the dates for exchanging supplement proposals will be negotiated locally. Issues unresolved through negotiations conducted under this Article shall be referred to the Federal Mediation and Conciliation Service (FMCS) and/or the Federal Service Impasses Panel (FSIP) as appropriate for resolution.

SECTION 2: Review, Approval, Effective Date.

a. Each Activity's Local Supplement must, upon date of execution, be forwarded to the Headquarters of both the Employer and the Union for review and approval. The Parties shall approve or disapprove the Agreement within 30 work days from the date the Agreement is executed. Local supplements shall become effective upon the date of approval by the Employer and the Union whichever is later and shall remain in effect for the duration of this Agreement and will automatically continue in effect until renewed or renegotiated.

b. Either Party is authorized to disapprove a Local Supplement on the basis that such supplement is not in conformance with this Article. Disputes over the appropriateness of such disapprovals may be processed through the Negotiated Grievance Procedure. Such disputes shall be filed at the Command Level and any required arbitration between the approving parties shall be held at the Command Level unless otherwise mutually agreed. Any arbitration decision rendered shall apply only to the Parties subject to the disapproval unless otherwise mutually agreed to by the Parties.

c. Nothing in this Article or Agreement shall preclude either party from contending at any time that a provision of a Local Supplement or application thereof is in conflict with the CLA. Such disputes shall be resolved through the Grievance Procedure and Arbitration Articles of this Agreement.

SECTION 3: Law And Regulation.

The Employer shall also review Local Supplements to assure compliance with regulations and law in accordance with 5 USC Chapter 71. Disapproval of an LSA on the basis of such review will not be subject to arbitration but may be processed as a negotiability appeal.

**ARTICLE 31
FURLOUGH**

In the event of administrative or emergency furlough, and the agency has discretion over the action, the impact and implementation will be negotiated as appropriate by law.

ARTICLE 32 DURATION

SECTION 1: Effective Date.

This CLA shall become effective on the date of approval by Department of Defense (DoD), Field Advisory Services, and shall remain in effect for a period of six (6) years from that date.

SECTION 2: Reopener.

Either Party may request to reopen this contract during the ninety (90) days preceding the third anniversary of the CLA's effective date. If reopened, each Party may identify up to four (4) Articles for negotiation. If reopened, negotiations will be held at a site other than Wright-Patterson Air Force Base. Consideration of locations will include neutral locations and CLA bases. Negotiations on ground rules shall begin no later than thirty (30) calendar days after a request to reopen has been communicated.

SECTION 3: Renewal/Renegotiation.

This CLA shall be automatically renewed for one (1) year periods, subject to applicable law and regulation, unless either party gives written notice to the other party of its intention to change this agreement. Such notice must be given and received not more than one-hundred-fifty (150) and not less than one-hundred-twenty (120) calendar days prior to the expiration of this agreement. Negotiations on ground rules shall begin no later than thirty (30) calendar days after these conditions have been met.

SECTION 4: Administration.

- a. No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions herein shall be made by any employee or any group of employees with the Employer. Further, any waiver or breach of any condition of this CLA by either Party shall not constitute a precedent in the future enforcement of any or all terms and conditions herein.

- b. This CLA is not intended to conflict with any published agency policies or regulations at higher echelon which are in effect as of the effective date of the CLA and no exception to these published policies or regulations are intended or included in this Agreement.

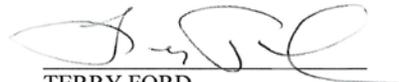
SECTION 5: All rights, privileges and working conditions currently enjoyed by the Employer, the Union, and the bargaining unit employees at the local level, which are not included in this Agreement, and any Local Supplement Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless the Union is first given notice and the opportunity to bargain/negotiate that change consistent with the Statute.

The Employer and the Union agree to the contents and provisions of the Command Labor Agreement:

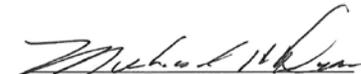
For Management:



COLLETTE MYERS
Management Chief Negotiator
HQ AFMC/A1KL



TERRY FORD
Negotiator
Tinker AFB, OK



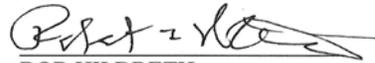
MIKE DAVIS
Negotiator
AFIMSC/Det 6/CEX



JEFF THOMPSON
Negotiator
Plant 42, CA



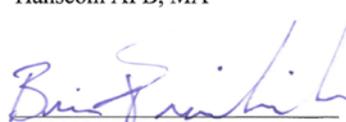
FOREST JOHNSON
Negotiator
Robins AFB, GA



BOB HILDRETH
Negotiator
Hanscom AFB, MA



JACOB KING
Negotiator
Wright-Patterson AFB, OH



BRIAN FRIEDRICH
Negotiator
HQ AFMC/A1KL

The Employer and the Union agree to the contents and provisions of the Command Labor Agreement:

For the Union:



ROY COLBRUNN
Union Chief Negotiator
AFMC/IAFF Liaison



DALE SMITH
Negotiator, Local F-78
Hanscom AFB, MA



STEVE MCKEE
Negotiator, Local F-88
Wright-Patterson AFB, OH



JOHN WHITSON
Negotiator, Local F-107
Robins AFB, GA



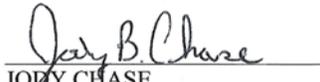
BRIAN GRUBB
Negotiator, Local F-88
Wright-Patterson AFB, OH



NICK SUEVERKRUEPP
Negotiator, Local F-314
Plant 42, CA



MARTY GRAHAM
Negotiator, Local F-211
Tinker AFB, OK



JODY CHASE
Negotiator, Local F-211
Tinker AFB, OK

SIGNATORIES

This Command Bargaining Agreement between the Air Force Materiel Command (AFMC) and the International Association of Fire Fighters (AFL-CIO) is hereby signed on the 22nd day of June 2017.



~~ROY COLBRUNN~~
Union Chief Negotiator
AFMC/IAFF Liaison



COLLETTE MYERS
Management Chief Negotiator
HQ AFMC/A1KL

Submitted to DoD for review 23 May 2017.

Conditionally Approved by the Department of Defense on 19 June 2017.

The contract execution date and effective date is 22 June 2017.

UNION/EMPLOYEE OFFICIAL TIME PERMIT				DATE
NAME AND OFFICIAL TITLE <i>(Typed or Printed)</i>		DUTY PHONE	ORGN SYMBOL	
THE ABOVE NAMED EMPLOYEE IS AUTHORIZED OFFICIAL TIME TO GO TO _____ BUILDING/ORGANIZATION				
FOR THE FOLLOWING PURPOSE				
SIGNATURE OF AUTHORIZING OFFICIAL		DUTY PHONE	ORGN SYMBOL	
AMOUNT OF OFFICIAL TIME AUTHORIZED		TIME	SUPERVISOR'S INITIALS	AMOUNT OF OFFICIAL TIME USED
	LEFT WORK			
	RETURNED			
REMARKS				

AFMC IMT 949, 19921101 (V1) REPLACES AFLC FORM 949, MAR 79 WHICH IS OBSOLETE COPY TO UNION REPRESENTATIVE

UNION/EMPLOYEE OFFICIAL TIME PERMIT				DATE
NAME AND OFFICIAL TITLE <i>(Typed or Printed)</i>		DUTY PHONE	ORGN SYMBOL	
THE ABOVE NAMED EMPLOYEE IS AUTHORIZED OFFICIAL TIME TO GO TO _____ BUILDING/ORGANIZATION				
FOR THE FOLLOWING PURPOSE				
SIGNATURE OF AUTHORIZING OFFICIAL		DUTY PHONE	ORGN SYMBOL	
AMOUNT OF OFFICIAL TIME AUTHORIZED		TIME	SUPERVISOR'S INITIALS	AMOUNT OF OFFICIAL TIME USED
	LEFT WORK			
	RETURNED			
REMARKS				

AFMC IMT 949, 19921101 (V1) REPLACES AFLC FORM 949, MAR 79 WHICH IS OF UNION REPRESENTATIVE

APPENDIX I

IAFF STANDARD GRIEVANCE FORM		DATE SUBMITTED
<input type="checkbox"/> UNION GRIEVANCE <input type="checkbox"/> EMPLOYEE GRIEVANCE		
NAME	ADDRESS	DUTY PHONE
WORK UNIT	DESIGNATED UNION REPRESENTATIVE (If Any)	
CONTRACT PROVISION OR REGULATION SPECIFICALLY VIOLATED		
DETAILED BASIS OF THIS GRIEVANCE INCLUDING STATEMENTS AND DETAILS OF FACTS AND CIRCUMSTANCES SURROUNDING THE ACT OR OCCURRENCE BEING GRIEVED. THIS SHOULD INCLUDE AS A MINIMUM, THE DATE, TIME, LOCATION AND NAMES OF PERSONS INVOLVED. (Attach additional sheets if necessary).		
REMEDY SOUGHT (Attach additional sheets if necessary)		
SIGNATURE (Grievant or designated representative)		DATE

AFMC FORM 196, 19920701 (EF-V3)

PREVIOUS EDITION IS OBSOLETE

APPENDIX II

SUPERVISOR'S RESPONSE		DATE OF RECEIPT
SIGNATURE <i>(Supervisor)</i>		DATE
DISPOSITION OF GRIEVANCE		
<input type="checkbox"/> GRIEVANCE DENIED		
REASONS		
SIGNATURE <i>(Supervisor)</i>		DATE
<input type="checkbox"/> REMEDY CANNOT BE GRANTED AT STEP 1, ELEVATE TO STEP		
REASONS		
SIGNATURE <i>(Supervisor)</i>		DATE
<input type="checkbox"/> GRIEVANCE RESOLVED		
SUMMARY OF RESOLUTION		
SIGNATURE <i>(Grievant or designated representative)</i>		DATE
SIGNATURE <i>(Supervisor)</i>		DATE
<small>A COPY OF THIS FORM MUST BE ATTACHED TO THE LETTER ELEVATING ANY GRIEVANCE TO A HIGHER LEVEL.</small>		

AFMC FORM 196, 19920701 (Reverse)

EXCHANGE OF KELLY DAYS/TIME TRADE	PAY PERIOD ENDING	DATE OF REQUEST
PART I To be completed by employees		
WE REQUEST EXCHANGE OF KELLY DAYS/TIME AS FOLLOWS		
NAME (First Employee)	TIME DAY DATE MONTH	TO
		TIME DAY DATE MONTH
NAME (Second Employee)	TIME DAY DATE MONTH	TO
		TIME DAY DATE MONTH
WE AGREE TO REPORT FOR DUTY ON TIMES AGREED UPON AND RECOGNIZE THAT FAILURE TO REPORT FOR DUTY AS AGREED MAY RESULT IN DISCIPLINARY ACTION.		
SIGNATURE (First employee)	SIGNATURE (Second employee)	
PART II (To be completed by Assistant Fire Chief)		
<input type="checkbox"/> REQUEST APPROVED <input type="checkbox"/> REQUEST DISAPPROVED		
REASON(S) FOR DISAPPROVAL		
SIGNATURE (Assistant Fire Chief)	DATE	

AFMC IMT 192, 20060510, V1

PREVIOUS EDITION IS OBSOLETE

APPENDIX III

FIREFIGHTERS RESPONSE CONFIRMATION		DATE SUBMITTED
EMPLOYEE'S NAME		EMPLOYEE'S SIGNATURE
TYPE OF RESPONSE <input type="checkbox"/> FIRE <input type="checkbox"/> SPILL <input type="checkbox"/> EXPLOSION <input type="checkbox"/> RESCUE <input type="checkbox"/> OTHER (<i>Specify</i>)		DATE OF RESPONSE/INCIDENT TIME OF RESPONSE/INCIDENT
CONFIRMATION THAT RESPONSE/INCIDENT TOOK PLACE ON THE DATE/TIME INDICATED BY THE EMPLOYEE		
EMPLOYER'S SIGNATURE		DATE

AFMC FORM 98, APR 93

REPLACES AFLC FORM 88, SEP 88 WHICH IS OBSOLETE

APPENDIX IV

FROM: (BASE NAME) MANAGEMENT/ (SUPERVISOR)/ FLIGHT MEDICINE/or
OCCUPATIONAL MEDICINE OFFICE

TO: DEPARTMENT OF THE AIR FORCE FIRE FIGHTER

SUBJECT: MEDICAL DETERMINATION DEFERRED PENDING FURTHER
DOCUMENTATION

1. An Air Force medical provider has evaluated [*insert fire fighter's name*] and determined additional medical documentation would help clarify their fitness for full duty status for performing the rigorous duties of a fire fighter. Based on currently available medical information, the Air Force provider has placed the following medical restrictions to ensure the continued safety of the fire fighter and their co-workers:

[*insert restriction(s) of concern or reference attachment*]

2. If the fire fighter believes they are capable of safely performing firefighting duties, they are entitled to seek an in-depth medical evaluation from a private medical provider/specialist(s), who may offer evaluation(s) and substantive testing results to our office for medical consideration. **Please ensure the fire fighter's provider addresses the following relevant items** (5 CFR 339, *Medical Qualification Determinations*, Subpart A, 339.104 *Definitions* (http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr339_main_02.tpl):

- (a) The history of the medical conditions, including references to findings from previous examinations, treatment, and responses to treatment;
- (b) Clinical findings from the most recent medical evaluation, including any of the following which have been obtained: Findings of physical examination, results of laboratory tests, X-rays, EKGs and other special evaluations or diagnostic procedures; and, in the case of psychiatric evaluation or psychological assessment, the findings of a mental status examination and the results of psychological tests, if appropriate;
- (c) Diagnosis, including the current clinical status
- (d) Prognosis, including plans for future treatment and an estimate of the expected date of full or partial recovery;
- (e) An explanation of the impact of the medical condition on overall health and activities, including the basis for any conclusion that restrictions or accommodations are or are not warranted, and where they are warranted, an explanation of their therapeutic benefit.
- (f) An explanation of the medical basis for any conclusion which indicates the likelihood that you are, or are not, expected to suffer sudden or subtle incapacitation by carrying out, with or without accommodation, the tasks or duties of your fire fighter position.
- (g) Narrative explanation of the medical basis for any conclusion that the medical condition has or has not become static, or well stabilized, and the likelihood that you may experience sudden or subtle incapacitation as a result of the medical condition.

3. The fire fighter should provide their private medical provider with the appropriate reference from NFPA 1582, *Standard on Comprehensive Occupational Medical Program for Fire Departments*, 2007 Edition [***or insert the reference your facility is currently using***] related to their medical condition(s).

4. As a fire fighter, the following essential job tasks are required. **Fire fighter's medical provider must consider these factors when making a recommendation(s):**

- (a) Performs firefighting tasks (e.g., moving and operating fire hoses, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry, etc.), rescue operations, and other emergency response actions under stressful conditions while wearing personal protective ensembles and self-contained breathing apparatus (SCBA), including working in extremely hot or cold environments for prolonged time periods
- (b) Wears an SCBA respirator including a demand valve-type positive-pressure face piece or high efficiency particulate air (HEPA) filter mask, requiring the ability to tolerate increased respiratory workloads
- (c) Experiences exposure to toxic fumes, irritants, particulates, biological (infectious) and non-biological hazards, and/or heated gases, despite the use of personal protective ensembles and SCBA
- (d) Climbs six or more flights of stairs while wearing fire protective ensemble weighing at least 50 lb (22.6 kg) or more and carrying equipment/tools weighing an additional 20 to 40 lb (9 to 18 kg)
- (e) Wears encapsulating and insulated fire protective ensembles, resulting in significant fluid loss that frequently progresses to clinical dehydration and may elevate core temperature to levels exceeding 102.2°F (39°C)
- (f) Searches, finds, and rescue-drags or carries victims ranging from newborns up to adults weighing over 200 lb (90 kg) to safety despite hazardous conditions and low visibility
- (g) Advances water-filled hose lines up to 2.5 inches (65 mm) in diameter from fire apparatus to occupancy (approximately 150 ft (50 m)), which may involve negotiating multiple flights of stairs, ladders, and other obstacles
- (h) Climbs ladders, operates from heights, walks or crawls in the dark along narrow and uneven surfaces, and operates in proximity to electrical power lines and/or other hazards
- (i) Operates in unpredictable emergency environments for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medication(s), or hydration
- (j) Operates fire apparatus or other vehicles in an emergency mode with emergency lights and sirens
- (k) Performs critical, time-sensitive, complex problem-solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions
- (l) Communicates (gives and comprehends verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility, and drenching from hose lines and/or fixed protection systems (sprinklers)
- (m) Functions as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members.

5. The fire fighter is responsible for any costs incurred in connection with obtaining and submitting this documentation. The fire fighter should give a copy of this letter along with the

NFPA 1582 reference to their private medical provider prior to their appointment with their private medical provider so appropriate arrangements for medical evaluation can be coordinated expeditiously. If the provider has any questions about the information being requested, or if he/she needs any additional information regarding the requirements of your job, he/she can contact our office at **[telephone number and/or e-mail address]**.

6. This information must be received in this office, **[insert office name]**, no later than **[XX]** days from the date of this letter if the Air Force provider is to modify any type of work restrictions or return the fire fighter to full unrestricted duty status. *If the firefighter fails to provide this information*, a decision will be made based on the information currently available which may result in a decision regarding their continued employment as a fire fighter or their management may exercise its authority under 5 CFR 339, *Medical Qualification Determinations*, Subpart C, 339.301 *Authority to Require an Examination*, and order the fire fighter to report for a Fitness for Duty Examination.

Sincerely,

[SIGNATURE BLOCK]

